

Allen Owen, Mayor
Eunice Reiter, Mayor Pro Tem
Jerry Wyatt, Councilmember
Barbara Gibson, Councilmember



Buddy Jimerson, Councilmember
Brett Kolaja, Councilmember
Cynthia Gary, Councilmember
Caroline Kelley, City Attorney
Frank Simpson, City Manager
Patrice Fogarty, City Secretary

CITY COUNCIL MEETING AGENDA

Notice is hereby given of a meeting of the City Council of Missouri City to be held on **Monday, February 16, 2009, at 7:00 p.m.** at: **City Hall, Council Chambers, 2nd Floor**, 1522 Texas Parkway, Missouri City, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1. **ROLL CALL**

2. **PLEDGE OF ALLEGIANCE** – The *Pledge of Allegiance* will be led by the Clements High School NJROTC.

3. **PRESENTATIONS AND RECOGNITIONS**

- (a) The winners of **Tobacco Free Fort Bend Coalition** will present a gift to City Council for their dedicated service to the City.
- (b) Presentation by **Dr. Joel Dunningham** regarding the **effects of second-hand smoke**.
- (c) Staff report and public comments concerning the structures at **3033 Hampton Drive** in the City of Missouri City.
- (d) Presentation from the City's Forester regarding **review of 2008 accomplishments** and upcoming **urban forestry projects**.

4. **CONSENT AGENDA** – *All consent agenda items listed are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests; in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.*

- (a) Consider approving the **minutes** of the **regular** City Council meeting of **February 2, 2009**.
- (b) Consider authorizing the City Manager to execute an agreement for design of **construction plans and specs** for **Mustang Bayou Phase I Improvements**.
- (c) Consider authorizing the Mayor to sign and the City Secretary to attest a **Joint Election Agreement** and **Contract** for **Election Equipment and Services with Fort Bend County**.
- (d) Consider acceptance of **Quarterly Investment Report** for period ending **December 31, 2008**.
- (e) Consider declaring an exemption to the competitive bid statutes and authorize the purchase of repairs to the **Steepbank Flatbank Wastewater Treatment Plant**.

5. **APPOINTMENTS** – *There are no Appointments at this time.*

6. **AUTHORIZATIONS BY COUNCIL**

- (a) Consider awarding a **contract** for **Drainage and Paving Improvements** for **Fieldcrest Subdivision**.
- (b) Consider authorization to officially name a park property, currently known as the **CSB Materials Site**, to **Brazos River Overlook**.

7. **PUBLIC COMMENTS** – *An opportunity for the public to address Council on items/concerns not on this agenda.*
8. **PUBLIC HEARINGS**
 - (a) A public hearing to receive comments concerning the use of **Community Development Block Grant funds** in the **new Community Development Block Grant Five-Year Consolidated Plan** and FY 2008 Community Development Block Grant Annual Action Plan.
9. **PUBLIC HEARINGS AND CONSIDERATION OF ZONING ORDINANCES** – *There are no Public Hearings and Consideration of Zoning Ordinances at this time.*
10. **CONSIDERATION OF ORDINANCES**
 - (a) Consider an ordinance of the City Council of the City of Missouri City, Texas, ordering the **2009 General election**; and to **consider the ordinance on the first and final reading.**
 - (b) Consider an ordinance of the City of Missouri City, Texas, **establishing maximum speed limits for all school zones** located within the City, including designated locations and times; providing a penalty; repealing all ordinances or parts of ordinances in conflict therewith; providing for severability; and declaring an emergency; and to **consider the ordinance on the first and final reading.**
 - (c) Consider an ordinance of the City Council of the City of Missouri City, Texas, **amending** City of Missouri City **Ordinance No. O-02-14**, adopted March 18, 2002, as amended; providing terms and conditions for **employee evaluations** as set forth in the personnel manual; and providing for severability; and to **consider the ordinance on the first of two readings.**
 - (d) Consider an ordinance of the City of Missouri City, Texas, **changing the boundaries of Reinvestment Zone Number Two, City of Missouri City**; by the exclusion of **12.090 acres** of land in **Lakeshore Harbour**; containing findings and provisions related to the foregoing subject; providing for severability; and to **consider the ordinance on the second and final reading.**
11. **CONSIDERATION OF RESOLUTIONS**
 - (a) Consider a resolution of the City Council of the City of Missouri City, Texas, granting consent to **Fort Bend County Municipal Utility District No. 47** to **annex** certain land situated within the corporate limits of the City of Missouri City, Texas.
 - (b) Consider a resolution of the City Council of the City of Missouri City, Texas, authorizing the purchase from Gulf Coast Water Authority of 15 million gallons per day from the **Gulf Coast Water Authority's Briscoe Canal.**
12. **RECEIVING OF REPORTS** – *There are no reports on this agenda.*
13. **CLOSED EXECUTIVE SESSION**

The City Council may go into Executive Session regarding any item posted on the Agenda as authorized by Chapter 551 of the Texas Government Code. Notice is hereby given that the City Council will go into Executive Session in accordance with the following provisions of the Government Code:

Texas Government Code, Section 551.074 -- Deliberations regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee: City Manager.
14. **CONVENE INTO OPEN SESSION** – *Take action, if necessary.*

15. ADJOURN

In compliance with the Americans with Disabilities Act, the City of Missouri City will provide for reasonable accommodations for persons attending City Council meetings. To better serve you requests should be received 24 hours prior to the meetings. Please contact Patrice Fogarty, City Secretary, at 281.403.8685.

CERTIFICATION

I certify that a copy of the February 16, 2009, agenda of items to be considered by the Missouri City City Council was posted on the City Hall bulletin board on February 13, 2009 at 3:00 p.m.



Maria Gonzalez, Deputy City Secretary

I certify that the attached notice and agenda of items for consideration by the City Council was removed by me from the City Hall bulletin board on the ____ day of _____, 2009.



**Council Agenda Item
February 16, 2009**

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

The *Pledge of Allegiance* will be led by Clements High School NJROTC.

3. PRESENTATIONS AND RECOGNITIONS

- (a) The winners of **Tobacco Free Fort Bend Coalition** will present a gift to City Council for their dedicated service to the City.
 - (b) Presentation by **Dr. Joel Dunningham** regarding the **effects of second-hand smoke**.
 - (c) Staff report and public comments concerning the structures at **3033 Hampton Drive** in the City of Missouri City.
 - (d) Presentation from the City's Forester regarding **review of 2008 accomplishments** and upcoming **urban forestry projects**.
-



**Council Agenda Item
February 16, 2009**

4. CONSENT AGENDA

- (a) Consider approving the **minutes** of the **regular** City Council meeting of **February 2, 2009**.

Background information attached as follows:

Regular meeting minutes of February 2, 2009

Allen Owen, Mayor
Eunice Reiter, Mayor Pro Tem
Jerry Wyatt, Councilmember
Barbara Gibson, Councilmember



Buddy Jimerson, Councilmember
Brett Kolaja, Councilmember
Cynthia Gary, Councilmember
Caroline Kelley, City Attorney
Frank Simpson, City Manager
Patrice Fogarty, City Secretary

CITY COUNCIL MEETING MINUTES

City Council of the City of Missouri City, Texas, met in regular session **Monday, February 2, 2009**, at the City Hall Council Chambers, Second Floor, 1522 Texas Parkway, Missouri City, Texas, at **7:00 p.m.** to consider the following:

1. ROLL CALL

Mayor Owen called the meeting to order at 7:00 p.m.

Those also present: Mayor Pro Tem Reiter, Councilmembers Wyatt, Jimerson, Gibson and Kolaja; City Manager Simpson, City Attorney Kelley, and City Secretary Fogarty. Absent: Councilmember Gary.

2. PLEDGE OF ALLEGIANCE

The *Pledge of Allegiance* was led by the Clements High School NJROTC.

3. PRESENTATIONS AND RECOGNITIONS

A Missouri City 2008 year-end review was presented regarding the **conceptual master plan** for the **Quail Valley parks projects** and **Commercial Development** in Missouri City. Director of Parks and Recreation Snook addressed City Council regarding the Quail Valley Conceptual plan for the parks projects. Economic Development Coordinator Graf presented the Commercial Development in Missouri City.

Mary Ruth Smith, 2802 Cypress Point Dr., Missouri City, spoke on behalf of the Quail Valley Patio Homes, and addressed the easement along La Quinta to 15 green and borders the parking lot across from the clubhouse and the driving range and requested the City's assistance for beautifying the area.

4. CONSENT AGENDA

- (a) Consider approving the **minutes** of the **regular and special** City Council meeting of **January 20, 2009**, and the minutes of the special City Council meeting of **January 23, 2009**.
- (b) Authorize the Mayor to execute and the City Secretary to attest an **Interlocal Agreement** between **Meadowcreek Utility District** and the City of Missouri City for **solid waste billing and collection services**.

Councilmember Jimerson moved to approve the Consent Agenda pursuant to recommendations by Staff. Councilmember Gibson seconded. **MOTION PASSED.**

Ayes:	Mayor Owen, Mayor Pro Tem Reiter, Councilmembers Wyatt, Jimerson, Gibson and Kolaja
Noes:	None
Absent:	Councilmember Gary

5. APPOINTMENTS

- (a) Consider **reappointment** of the **Municipal Court Judge**.

Mayor Pro Tem Reiter moved to **re-appoint Robert Richter** as **municipal court judge**. Councilmember Kolaja seconded. **MOTION PASSED.**

Ayes:	Mayor Owen, Mayor Pro Tem Reiter, Councilmembers Wyatt, Jimerson, Gibson and Kolaja
Noes:	None
Absent:	Councilmember Gary

- (b) Consider **reappointment** of **Temporary Judges of Municipal Court**.

Mayor Pro Tem Reiter moved to **re-appoint Debra Champagne and Kelly Crow as Temporary Municipal Court Judges**. Councilmember Kolaja seconded. **MOTION PASSED.**

Ayes: Mayor Owen, Mayor Pro Tem Reiter, Councilmembers Wyatt, Jimerson, Gibson and Kolaja
Noes: None
Absent: Councilmember Gary

- (c) Consider an **appointment** to the board of directors of the **Reinvestment Zone Number Three, City of Missouri City**.

Councilmember Jimerson moved to **appoint Sharon Jurica to Position 9**, with a term expiring December 3, 2009 to the **Reinvestment Zone Number Three, City of Missouri City**. Councilmember Gibson seconded. **MOTION PASSED.**

Ayes: Mayor Owen, Mayor Pro Tem Reiter, Councilmembers Wyatt, Jimerson, Gibson and Kolaja
Noes: None
Absent: Councilmember Gary

- (d) Consider appointing members to the **Transportation Policy Council (TPC)** and the **Technical Advisory Committee (TAC) for the Houston-Galveston Area Council**.

Mayor Pro Tem Reiter moved to appoint the **Director of Public Works/City Engineer Scott Elmer** as primary and **Project Manager Valerie Ruda** as alternate to both the **Transportation Policy Council (TPC)** and **Technical Advisory Committee (TAC)** for the Houston-Galveston Area Council. Councilmember Jimerson seconded. **MOTION PASSED.**

Ayes: Mayor Owen, Mayor Pro Tem Reiter, Councilmembers Wyatt, Jimerson, Gibson and Kolaja
Noes: None
Absent: Councilmember Gary

6. AUTHORIZATIONS BY COUNCIL

- (a) Consider authorizing the City Manager to execute a professional services agreement for **construction management services** for the **reconstruction of El Dorado Golf Course**.

Councilmember Wyatt moved to authorize the City Manager to execute a professional services agreement with **MUI Services, L.L.C.** for **reconstruction of El Dorado Golf Course** in the amount of \$74,238.00. Councilmember Gibson seconded. **MOTION PASSED.**

Ayes: Mayor Owen, Mayor Pro Tem Reiter, Councilmembers Wyatt, Jimerson, Gibson and Kolaja
Noes: None
Absent: Councilmember Gary

- (b) Consider authorizing the Mayor to execute an **Interlocal Agreement** with **Missouri City Development Authority** for the provision of **administrative and legal services by City staff**.

Councilmember Wyatt moved to authorize the Mayor to execute an **Interlocal Agreement** with **Missouri City Development Authority** for the provision of **administrative and legal services by City staff**. Councilmember Kolaja seconded. **MOTION PASSED.**

Ayes: Mayor Owen, Mayor Pro Tem Reiter, Councilmembers Wyatt, Jimerson, Gibson and Kolaja
Noes: None
Absent: Councilmember Gary

- (c) Consider authorizing the Mayor to execute a contract with **Reinvestment Zone Number Three, City of Missouri City** for the provision of **administrative and legal services by City staff**.

Councilmember Kolaja moved to authorize the Mayor to execute a contract with **Reinvestment Zone Number Three, City of Missouri City** for the provision of **administrative and legal services by City staff**. Councilmember Jimerson seconded. **MOTION PASSED.**

Ayes: Mayor Owen, Mayor Pro Tem Reiter, Councilmembers Wyatt, Jimerson, Gibson and Kolaja
Noes: None
Absent: Councilmember Gary

- (d) Consider authorizing the City Manager to execute and the City Secretary to attest a **Fire Protection Agreement** by and between the City of Missouri City and **Fort Bend County Municipal Utility District Number 149**.

City Manager Simpson stated the Fire Protection Agreement requires the payment of fees to the City based on the total number of residential units and square footage of commercial usage within the district. This amount is to be adjusted annually pursuant to the most recently published Consumer Price Index. The current monthly fee is proposed in the agreement as \$8.23 for each residential unit connected to the public water supply system and for each increment of 2,000 square feed of building floor area for improved nonresidential property connected to the public water supply system.

Councilmember Gibson moved to authorize the City Manager to execute and the City Secretary to attest a **Fire Protection Agreement** by and between the City of Missouri City and **Fort Bend County Municipal Utility District Number 149**. Councilmember Jimerson seconded. **MOTION PASSED.**

Ayes: Mayor Owen, Mayor Pro Tem Reiter, Councilmembers Wyatt, Jimerson, Gibson and Kolaja
Noes: None
Absent: Councilmember Gary

7. PUBLIC COMMENTS

There were no public comments at this time.

8. PUBLIC HEARINGS

There were no Public Hearings at this time.

9. PUBLIC HEARINGS AND CONSIDERATION OF ZONING ORDINANCES

There were no Public Hearings and Consideration of Zoning Ordinances at this time.

10. CONSIDERATION OF ORDINANCES

- (a) Consider an ordinance of the City of Missouri City, Texas, **changing the boundaries of Reinvestment Zone Number Two, City of Missouri City**; by the exclusion of 12.098 acres of land in **Lakeshore Harbour**; containing findings and provisions related to the foregoing subject; providing for severability; and to **consider the ordinance on the first of two readings**.

Councilmember Kolaja moved to approve the ordinance **changing the boundaries of Reinvestment Zone Number Two, City of Missouri City**; by the exclusion of 12.098 acres of land in **Lakeshore Harbour on the first of two readings**. Councilmember Jimerson seconded. **MOTION PASSED.**

Ayes: Mayor Owen, Mayor Pro Tem Reiter, Councilmembers Wyatt, Jimerson, Gibson and Kolaja
Noes: None
Absent: Councilmember Gary

11. CONSIDERATION OF RESOLUTIONS

- (a) Consider a resolution of the City Council of the City of Missouri City, Texas, supporting the designation and implementation of the **Brazos River Paddling Trail**.

Councilmember Wyatt moved to approve the resolution supporting the designation and implementation of the **Brazos River Paddling Trail**. Mayor Pro Tem Reiter seconded. **MOTION PASSED.**

Ayes:	Mayor Owen, Mayor Pro Tem Reiter, Councilmembers Wyatt, Jimerson, Gibson and Kolaja
Noes:	None
Absent:	Councilmember Gary

12. RECEIVING OF REPORTS

There were no reports on this agenda.

13. CLOSED EXECUTIVE SESSION

At 7:55 p.m., Council convened in closed executive session pursuant to chapter 551 of the Texas Government Code, for one or more of the following reasons:

Texas Government Code, Section 551.071 -- Consultation with attorney regarding pending or contemplated litigation: litigation regarding tax situs.

Texas Government Code, Section 551.072 -- Deliberation regarding the purchase, exchange, lease or value of real property: property within the Quail Valley Subdivision: tennis center.

14. RECONVENE INTO OPEN SESSION

Council reconvened into open session at 8:35 p.m., no action taken at this time.

15. ADJOURN

The meeting adjourned at 8:35 p.m.

Patrice Fogarty, City Secretary



**Council Agenda Item
February 16, 2009**

4. CONSENT AGENDA

- (b) Consider authorizing the City Manager to execute an agreement for design of **construction plans and specs** for **Mustang Bayou Phase I Improvements**.
-

Background information attached as follows:

Cover Memo



Council Agenda Item Cover Memo

February 16, 2009

To: Mayor and City Council

Agenda Item: **4b** Consider authorizing the City Manager to execute an agreement for design of construction plans and specs for Mustang Bayou Phase I Improvements.

Prepared by: Jing J. Chen, P.E., Asst City Engineer

Submitted by: Charles Oberrender, CPPB, Purchasing Manager
Scott Elmer, P.E., Director of Public Works

SYNOPSIS

Staff seeks Council approval to enter into an agreement for professional engineering services to develop construction plans and specifications on the Mustang Bayou Phase I drainage improvements project.

BACKGROUND

In January 2008, the City completed an update to the Mustang Bayou and Lower Oyster Creek Master Drainage Plan, which recommended improvements to mitigate potential future flooding in the watershed. Based on mitigation and cost effectiveness, staff prioritized these recommended improvements in three phases. Main components in Phase I of the improvements include widening the diversion channel just north of Kitty Hollow Lake, rehabilitating lake outfall structure, building an emergency spillway to protect levee integrity around the lake, improving the crossing under Watt Plantation to facilitate flow and raising the banks along a segment of lower Oyster Creek to ensure the containment of extreme event flows within the channel.

Staff was then ready to proceed with developing the construction drawings and specifications for the project. A solicitation for statements of qualifications # 090-09 was advertised and issued by the Purchasing Office. Fifteen firms responded with statements that were opened on November 24, 2008. The firms were:

Claunch & Miller
Costello Engineering
Huitt Zollars
Lentz Engineering
Klotz Engineers
Zarinkelke Engineers

LJA Engineering
URS Engineering
Jones & Carter
Cobb Findley
Lockwood, Andrews,
Newnam

Civiltech
AIA Engineering
Pate Engineers
ESPA

As part of firm selection process, staff short-listed five firms to conduct an in-depth interview process. All five firms demonstrated impressive qualifications to perform the work, among which Pate Engineers of Houston demonstrated exceptional breadth and depth of knowledge in both technical issues at hand and familiarity with the project area. Staff proceeded to undergo negotiations with the firm to establish a scope of work and acceptable fee for services.

Staff recommends an award not exceed \$343,850.00 with Pate Engineers to perform Phase I improvements in Mustang Bayou and Lower Oyster Creek watershed.

FISCAL ANALYSIS

FY09 Funds Budgeted	Funding Source	Account Number	Project Number	FY09 Funds Actual Cost
\$500,000.00	Bond/METRO	403-0000-648-7001	DR9805	\$343,850

STAFF'S RECOMMENDATION

Award a contract and authorize the City Manager to execute an agreement for design of construction plans and specs for Mustang Bayou Phase I Improvements, to Pate Engineers for an amount not to exceed \$343,850.00.



Frank Simpson
City Manager



**Council Agenda Item
February 16, 2009**

4. CONSENT AGENDA

- (c) Consider authorizing the Mayor to sign and the City Secretary to attest a **Joint Election Agreement and Contract for Election Equipment and Services with Fort Bend County.**

Background information attached as follows:

Cover Memo

Election Contract



**Council Agenda Item Cover Memo
February 16, 2009**

To: Mayor and City Council
Agenda Item: **4c** Consider authorizing the Mayor to sign and the City Secretary to attest a **Joint Election Agreement and Contract for Election Equipment and Services with Fort Bend County.**

Submitted by: Patrice Fogarty, City Secretary

SYNOPSIS

Council is being asked to authorize the Mayor to sign and the City Secretary to attest a Joint Election Agreement and Contract for Services by and between the City and Fort Bend County for the City's general election on May 9, 2009, provided by Fort Bend County.

BACKGROUND

For many years, the City has contracted with Fort Bend County for election services and participated in joint elections. This contract is essentially the same as has been entered into in the past.

FISCAL ANALYSIS

Sufficient funds have been budgeted for conducting the City's May 9, 2009, general election.

STAFF'S RECOMMENDATION

Approve entering into this contract.


Frank Simpson
City Manager

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the City of Missouri City, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 9, 2009 election to be administered by John Oldham, Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator."

THIS CONTRACT is subject to the written approval of the Fort Bend County Attorney and shall not be binding on the parties until such written approval is obtained. Upon written approval of the Fort Bend County Attorney and the participating parties, this CONTRACT shall be binding on said parties.

RECITAL

Political Subdivision is holding a general election for the purpose of electing municipal officials on May 9, 2009.

The County owns an electronic voting system, the Hart InterCivic eSlate and the eScan Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Fort Bend County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay Fort Bend County for equipment, supplies, services, and administrative costs as provided in this agreement. The Fort Bend County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section X of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Fort Bend County Elections Administrator.

The Elections Administrator, with the assistance of the Fort Bend County Attorney, shall prepare a submission to the United States Department of Justice for preclearance of the joint election procedures, pursuant to the Voting Rights Act of 1965, as amended. This submission to the Department of Justice shall be made on behalf of all political subdivisions participating in joint elections with Fort Bend County on May 9, 2009.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county. The proposed voting locations are listed in Attachment A of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in Attachment A.

If polling places for the May 9, 2009 joint election are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than May 8, 2009 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 9, 2009 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Fort Bend County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by Fort Bend County pursuant to Texas Election Code Section 32.091. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by Fort Bend County.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and no election personnel shall be entitled to the rights, privileges, or benefits of County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered a county employee as determined by the Fort Bend County Human Resources Department.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The participating authorities agree to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Fort Bend County pursuant to Section 83.052 of the Texas Election Code.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

Fort Bend County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge of Central Count, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	John Oldham, Elections Administrator
Tabulation Supervisor:	Robin Heiman, Assistant Elections Administrator
Presiding Judge:	Gracie Alvarado, Elections Coordinator

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The manager shall be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested) and by posting to the Elections Administrator's web page located at "www.fortbendvotes.org".

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. RUNOFF ELECTION

Political Subdivision shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election. If necessary, any voting changes made by the Political Subdivision between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of Political Subdivisions. Costs for polling places shared by the County, Political Subdivision, and other political subdivisions shall be pro-rated equally among the participants utilizing that polling place.

Any expenses incurred in the rental of polling place facilities shall be attributed directly to the participants utilizing that polling location.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants utilizing each polling location.

Costs for Early Voting by Personal Appearance shall be allocated as shown in Attachment C of this document.

Political Subdivision agrees to pay Fort Bend County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Political Subdivision is fully liable for any expenses incurred by Fort Bend County on behalf of Political Subdivision plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the District as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Fort Bend County Treasurer and the Fort Bend County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Fort Bend County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.
7. In the event of one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$23,311 Political Subdivision agrees to pay to Fort Bend County a deposit of \$13,986.00, which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's

obligation under the terms of this agreement shall be calculated after the May 9, 2009 election (or runoff election, if applicable), and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to Fort Bend County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, Fort Bend County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

XVII. RESULT OF NON-COMPLIANCE OF DEADLINES

It is understood that if the ballot details are not provided to the Elections Office by the 52nd day before election deadline there will be a penalty fee of \$1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 45th day before election day deadline, this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the _____ day of _____, 2009 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the _____ day of _____, 2009 been executed on behalf of the Political Subdivision by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing;

ATTEST:

FORT BEND COUNTY

Dianne Wilson, County Clerk

By _____
Robert E. Hebert, County Judge

ATTEST:

POLITICAL SUBDIVISION

By _____
Presiding Officer or Authorized Representative

CONTRACTING OFFICER

APPROVED AS TO FORM:

John Oldham
Elections Administrator

By _____
Mary Reveles
Assistant County Attorney



**Council Agenda Item
February 16, 2009**

4. CONSENT AGENDA

- (d) Consider acceptance of **Quarterly Investment Report** for period ending **December 31, 2008**.

Background information attached as follows:

Cover Memo



Council Agenda Item Cover Memo February 16, 2009

To: Mayor and City Council
Agenda Item: 4d Consider Acceptance of Quarterly Investment Report for Period Ending December 31, 2008
Submitted by: Finance Committee: Councilmembers Reiter, Kolaja and Jimerson;
Director of Finance Vela and Assistant Director of Finance Higgins

SYNOPSIS

The City's investment policy states that a quarterly investment report shall be submitted and reviewed by the Finance Committee. The report is a summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter.

BACKGROUND

The Quarterly Investment Report for the period ending December 31, 2008 is attached for your review and acceptance. On January 20, 2008, the Finance Committee met to discuss and review the attached report. The committee recommends the report for your review and acceptance.

A few items to note about the report are that during this period the weighted average maturity (WAM) went from 221 days to 457 days. The significant decrease was due to several purchased securities during the quarter which had longer maturity dates. The City's investment policy limits the WAM to 2 years and therefore the WAM is within the policy. Also, the portfolio of \$72.1 million is invested at 68% in Agency Notes, 6% in US Treasuries, 16% in Logic Money Market and 10% in TexPool with an overall portfolio yield to maturity of 3.069%.

If you have any questions please call Wes Vela, Director of Finance.

FISCAL ANALYSIS

Investment activities are expected to yield a slightly less amount of interest income than budgeted as a result of current interest rates.

RECOMMENDATION

Approve the acceptance of the Quarterly Investment Report for the period ended December 31, 2008.

**Frank Simpson
City Manager**

Quarterly Investment Report

For the

City of Missouri City
1522 Texas Parkway
Missouri City, TX 77489

October 1, 2008 – December 31, 2008



City of Missouri City

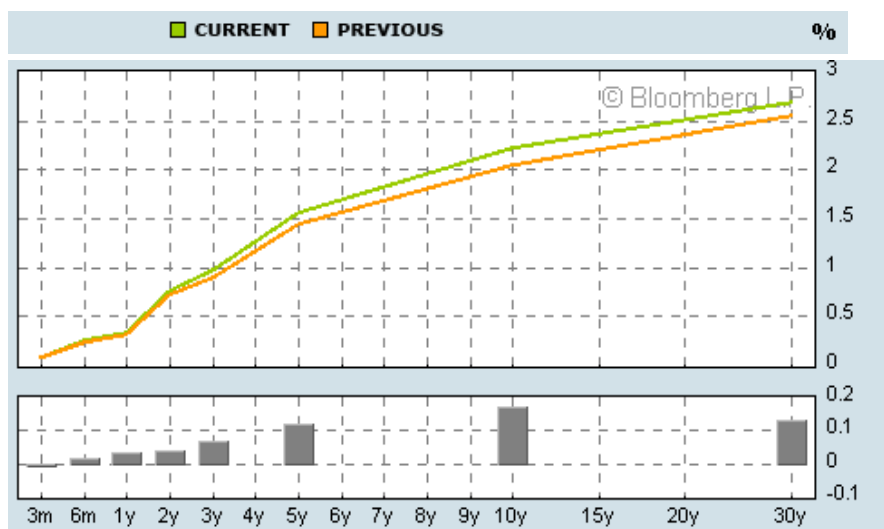
Quarterly Investment Report

December 31, 2008

As of December 31, 2008, the City of Missouri City earned a weighted average yield to maturity of 3.069%, compared to last quarter's yield of 3.388%. The average 90 day T-Bill at quarter-end was .052%, and at September 2008, the average was 1.190%. The City's portfolio at December 31 was 302 basis points over our market benchmark rate due to higher yielding investments and declining interest rates. Total interest income for this quarter is \$510,007, and for the quarter ending September 30, 2008, interest earned was \$315,795.

The weighted average maturity (WAM) at December 31, 2008, is 457 days which remains within our investment policy of 2 years (730 days) or less. On September 30, 2008, the WAM was 221 days. This quarter's City portfolio consists of 10% in Texpool, 16% in Logic, 68% in agencies and 6% in treasuries. We have increased our liquidity diversification this quarter by purchasing more 'laddered' securities. A total of 26% of our portfolio has liquidity of 1 day, up to 180 days at 7%, 181-265 days at 7%, and 60% is greater than 365 days.

According to Bloomberg.com, the December 31, 2008, 90 day discounted T-Bill benchmark is .08%, and one year ago it was at 3.4%. Texpool (1.238%) and Logic (1.696%) monthly rates at December 31 are currently above the T-Bill benchmark. After the 3-month T-Bill, the yield curve increases to 2.68% at the 30-year treasury level.



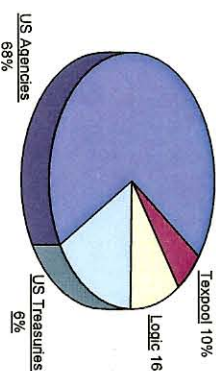
Source: Bloomberg.com

According to Logic: Driven by weaker employment prospects, falling house prices, volatile equity markets and tighter credit availability, consumer spending is currently on pace for a 2.2% decline during the fourth quarter. Accordingly, the Fed in December cut its target rate to between 0% and 0.25%, and during the quarter committed the expanded use of its balance sheet to provide nontraditional monetary stimulus to the economy. Investors' flight to quality and the extent of the U.S. government's initiatives have contributed to a significant bid for Treasury and agency debt, causing Treasuries to rally strongly and mortgage rates to decline. By the end of the quarter, one-month and three month Treasury yields were close to zero and had occasionally crossed into negative yield territory. The credit crisis affected all corners of the market, causing investors to flock to Treasuries. Treasury yields reached new historic lows during the fourth quarter, with the yield of the two-year note down 120 bps from the third quarter, ending at 0.76%.

Since investment pool rates have fallen. The City of Missouri City purchased various high-yielding securities at various maturity dates during the 4th quarter to maximize our interest earnings. We will remain cautiously open for potential high-yielding investments as exiting securities mature.

Security Type	Desc	Coupon	CUSIP	to Mat	Frequency	Date	Date	Call Date	Maturity	Par Value	Value	Value	In Period	In Period	In Period	Value	In Qtr	Value	
US Agency Note	FNMA	4.500%	3136F9A.93	4.500%	Semi-annually	12/24/07	12/24/12	12/24/09	1454	5,000,000.00	5,054,700.00	5,000,000.00		(273,295.24)	(8,485.15)	5,000,000.00	56,875.00	5,131,250.00	
US Treasuries	FNMA	4.500%	31371LJ.L8	5.500%	Monthly	2/27/08	6/1/10		517	4,043,827.25	4,364,786.25	4,376,135.14			(1,855.13)	4,094,392.75	28,794.70	4,093,370.68	
US Agency Note	FNMA	3.300%	3136F9XU.7	3.300%	Semi-annually	5/12/08	5/12/10	5/12/09	497	5,000,000.00	4,968,450.00	4,971,796.40			(632.65)	5,009,961.27	40,414.28	5,045,300.00	
US Agency Note	FECB	3.300%	31331GBC.2	3.222%	Semi-annually	9/17/08	9/15/10	9/15/09	623	3,000,000.00	2,984,070.00	3,003,643.53				3,003,010.88	24,629.99	3,051,570.00	
US Agency Note	FHLB	4.875%	3133XESR.3	3.265%	Semi-annually	10/29/08	3/12/10		438	5,000,000.00	-	-	5,000,000.00		(13,907.09)	4,986,092.91	29,200.48	5,243,750.00	
US Agency Note	FHLB	3.125%	31398APR.7	3.632%	Semi-annually	10/29/08	4/1/11		821	10,000,000.00	-	-	10,000,000.00		7,651.03	10,007,651.03	62,085.31	10,056,300.00	
US Agency Note	FHLB	4.900%	3133XCTK.9	3.405%	Semi-annually	10/29/08	8/24/10		601	10,000,000.00	-	-	10,000,000.00		(24,533.17)	9,975,466.83	62,075.79	10,634,400.00	
US Agency Note	FHLB	3.090%	3133XSKT.2	3.090%	Semi-annually	10/29/08	4/28/09		119	5,000,000.00	-	-	5,000,000.00			5,000,000.00	26,608.33	5,045,300.00	
US Agency Note	FHLB	3.170%	3133XSK3.1	3.159%	Semi-annually	10/29/08	10/29/09		302	5,000,000.00	-	-	5,000,000.00		(232.05)	4,999,767.95	27,517.53	5,104,700.00	
Money Market	Logic	n/a	746029035.-10	1.696%	Monthly	Open	Open		1	11,846,619.53	52,007,518.90	52,007,518.90	145,100.63	(40,300,000.00)		11,846,619.53	145,100.64	11,846,619.53	
State Pool	Texpool	n/a	791400504	1.238%	Monthly	Open	Open		1	6,909,143.26	1,494,944.27	1,494,944.27	8,014,198.99	(2,600,000.00)		6,909,143.26	6,775.37	6,909,143.26	

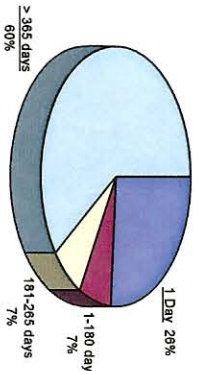
Factor	Percentage
Logic	73%
Aeen	18%
Tress	7%
Tex	2%
Unlabeled	2%



Sept. 30, 2008

25% > 365

75% 1 Da



Year	Rate of Return (%)
1980	2.940%
1985	3.388%
1990	3.069%
1990	1.659%
1995	1.190%
2000	0.052%

	Jun-08	Sep-08	Dec-08
Port Total	2.940%	3.583%	3.069%
90 T-Bill	1.659%	1.190%	0.052%

		<u>9/30/2008</u>	<u>12/31/2008</u>
Book Value	\$	70,888,036	\$ 70,832,086
Market Value		70,898,469	72,121,703
Change in Market Value			\$ 1,223,234
Weighted Avg Maturity		221	457
Weighted Avg YTM		3.883%	3.069%
YTM of 90 T-Bill		1.190%	0.052%
Accrued Interest @ 1/231			\$ 418,613.61



MISSOURI CITY
TEXAS

Wes Vela, Finance Director

Michael Higgins, Asst. Finance Director



**Council Agenda Item
February 16, 2009**

4. CONSENT AGENDA

- (e) Consider declaring an exemption to the competitive bid statutes and authorize the purchase of repairs to the **Steepbank Flatbank Wastewater Treatment Plant.**

Background information attached as follows:

Cover Memo



Council Agenda Item Cover Memo February 16, 2009

To: Mayor and City Council
Agenda Item: **4e** Consider declaring an exemption to the competitive bid statutes and authorize the purchase of repairs to the Steepbank Flatbank Wastewater Treatment Plant.
Prepared by: Millie Holifield, AICP, Utilities Coordinator
Submitted by: Charles Oberrender, CPPB, Purchasing Manager
Scott Elmer, P.E., Director of Public Works

SYNOPSIS

The proposed repair is needed to install two floating aerators to replace the remaining original fixed rotor aerator which is currently operating but deteriorating. An emergency repair is necessary to ensure that the plant will continue to operate in conformance with its TCEQ effluent discharge permit requirements. The repair includes purchase and installation of the two floating aerators, and necessary electrical upgrades to allow them to operate correctly.

BACKGROUND

The proposed floating aerators are the same as the existing two Aeration Industries International, Inc., floating aerators which have performed well since they were installed over the past two years. Quail Valley Utility District's final charges for the repair will be based on actual time and materials.

The estimated cost of repairs from QVUD is \$93,662. This amount is over the \$50,000 limit for competitive bids. However, under the Texas Local Government Code Section 252.022 (a)(3), "a procurement necessary because of unforeseen damage to public machinery, equipment or other property" is exempt from competitive bid."

Staff recommends taking the exemption and moving forward with repairs immediately.

FISCAL ANALYSIS

FY09 Funds Budgeted	Funding Source	Account Number	FY09 Funds Estimated Cost
\$195,250	WWTP Internal Service Fund	250-5045-713.32-08	\$93,662

STAFF'S RECOMMENDATION

Recommendation: Declare an exemption to the competitive bid statutes and authorize the purchase of repairs to the Steepbank Flatbank Wastewater Treatment Plant from Quail Valley Utility District for the estimated amount of \$93,662.00.

Frank Simpson
City Manager



**Council Agenda Item
February 16, 2009**

5. APPOINTMENTS

There are no Appointments at this time.



**Council Agenda Item
February 16, 2009**

6. AUTHORIZATIONS BY COUNCIL

- (a) Consider awarding a **contract** for **Drainage and Paving Improvements** for **Fieldcrest Subdivision**.

Background information attached as follows:

Cover Memo



Council Agenda Item Cover Memo February 16, 2009

To: Mayor and City Council
Agenda Item: **6a** Consider awarding a **contract** for **Drainage and Paving Improvements** for **Fieldcrest Subdivision**.
Prepared by: Damon E. Williams, Project Manager
Submitted by: Charles Oberrender, CPPB, Purchasing Manager
Scott Elmer, P.E., Director of Public Works

SYNOPSIS

The reconstruction of the drainage within the Fieldcrest Subdivision is necessary to redirect drainage to the Blueridge West Watershed. This project includes site preparation, paving, signing, and drainage improvements. Staff desires to award the bid for this project. The contract amount is over \$50,000 and therefore requires action by Council.

BACKGROUND

Saliger Engineering Corp. was hired as the design firm for the Fieldcrest Drainage Improvement Project. Once their design work was completed, the Purchasing Office prepared an invitation for bid. This bid was advertised as #122-09, and the responses opened on December 15, 2008. Four bids were opened and are detailed on the attached tabulation.

In reviewing the bids, it became apparent that the two lowest bidders had both failed to include substantive information in their bid package. All bidders are instructed on page 21 of the bid package as follows:

"All bids submitted must include:

- ***SIGNATURE SHEET SIGNED***
- ***BID SHEETS COMPLETED***
- ***ALL PAGES OF THIS BID DOCUMENT RETURNED AS BID SUBMITTAL***
- ***BID BOND***
- ***STATEMENT OF FINANCIAL CONDITION"***

The low bidder, Metro City Construction, did not submit the required statement of financial condition, statement of qualifications, or a list of subcontractors. This information is required on the forms in the bid document.

The second low bidder, Angel Brothers Enterprises, Ltd, did not submit all the pages of the bid document, nor did they submit a statement of financial condition, or a list of subcontractors. This information is required on the forms in the bid document. As the bid document is also the contract document that both parties enter into, its pages contain all the terms and conditions of the contract, and failure to submit those pages creates an incomplete contract.

Therefore, the two lowest bidders have had their bids disqualified as non responsive.

The third lowest bidder was Cravens Partners, Ltd. with a total bid of \$1,113,329.35 and all the required documents were submitted. Their bid is \$314,872.65 less than the Engineer's estimate of \$1,428,202.00 (See attached Exhibit). The City has previous experience with this contractor in the 2006 Mustang Bayou Phase I Water Transmission Line Project. Construction time is bid at 155 calendar days.

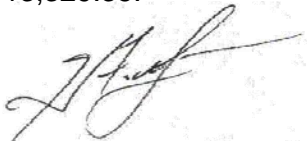
Staff recommends awarding the bid to Cravens Partners, Ltd.

FISCAL ANALYSIS

FY09 Funds Available	Funding Source	Account Number	Project Number	FY09 Funds Actual Cost
\$755,272.46	General Bond	403-0000-648.70-03	DR0601	\$755,272.46
\$1,271,528.00	General Bond	403-0000-648.70-03	DR9805	\$7,194.39
\$881,577.08	General Bond	403-0000-658.70-03	TR9701	\$350,862.50

STAFF'S RECOMMENDATION

Award the bid for Fieldcrest Drainage Improvement Project to Cravens Partners, Ltd for the amount of \$1,113,329.35.



Frank Simpson
City Manager

**Final Bid Totals for Field Crest Drainage Improvements Project
IB#122-09**

	Section I		Section II		Total		Section III		Grand Total		
	Storm Sewers		Paving		Section I&II		Water Main (Alt.)				
	Price	Days	Price	Days	Price	Days	Price	Days	Price	Days	
<i>Engineer's Estimate</i>	\$908,054.00	-	\$447,753.00	-	\$1,355,807.00	-	\$72,395.00	-	\$1,428,202.00	-	Disqualified
Metro City Construction	\$563,776.50	120	\$243,221.00	60	\$806,997.50	180	\$58,644.50	40	\$865,642.00	220	Disqualified
Angel Brothers Enterprises	\$649,070.80	60	\$262,606.15	30	\$911,676.95	90	\$63,555.00	10	\$975,231.95	100	
Cravens Partners	\$691,017.35	90	\$350,862.50	45	\$1,041,879.85	135	\$71,449.50	20	\$1,113,329.35	155	
Jimerson Underground	\$803,336.00	160	\$286,290.00	60	\$1,089,626.00	220	\$85,970.00	20	\$1,175,596.00	240	

Average of All Bids: \$1,032,449.83

Difference of Average from Engineer's Estimate: \$395,752.18

Estimated Construction Budget:

Construciton Company Base Bid	Cravens Partners	\$1,113,329.35
Testing Lab Services	QC Laboratories	\$17,500.00
Construction Contingency	5%	\$55,666.47
Total Estimated Construction Budget		\$1,186,495.82



**Council Agenda Item
February 16, 2009**

6. AUTHORIZATIONS BY COUNCIL

- (b) Consider authorization to officially name a park property, currently known as the **CSB Materials Site**, to **Brazos River Overlook**.

Background information attached as follows:

Cover Memo

Ortho – Brazos River Overlook 1

Ortho – Brazos River Overlook 2



**Council Agenda Item Cover Memo
February 2, 2009**

To: Mayor and City Council
Agenda Item: **6b** Authorization Naming Park – Brazos River Overlook
Submitted by: Kelly Snook, ASLA Director of Parks and Recreation Department

SYNOPSIS

Authorization to officially name a park property, currently known as the CSB Materials Site, to Brazos River Overlook.

BACKGROUND

In 2001, two parcels of property known as the CSB Asphalt Site were granted to the City of Missouri City through a Gift Deed that total 3.832 acres.

The site is located along the Brazos River off of Hagerson Road via an easement. It was donated in 2001 by the CSB Materials Inc.; however, it was never officially named by the City.

At this time interest in the development of the Brazos River Corridor is increasing, in part through the EDC's Fort Bend Green, and Houston Wilderness organizations. As media, promotional items and brochures are being developed, an official name for the park site will necessary to reflect an accurate description of the property.

This renaming will also be reflected in the Missouri City Parks Master Plan.

FISCAL ANALYSIS

N/A

STAFF'S RECOMMENDATION

Approve the authorization to name the site known as the CSB Asphalt (CSB Materials Inc.) to the Brazos River Overlook.

**Bill Atkinson
Assistant City Manager**



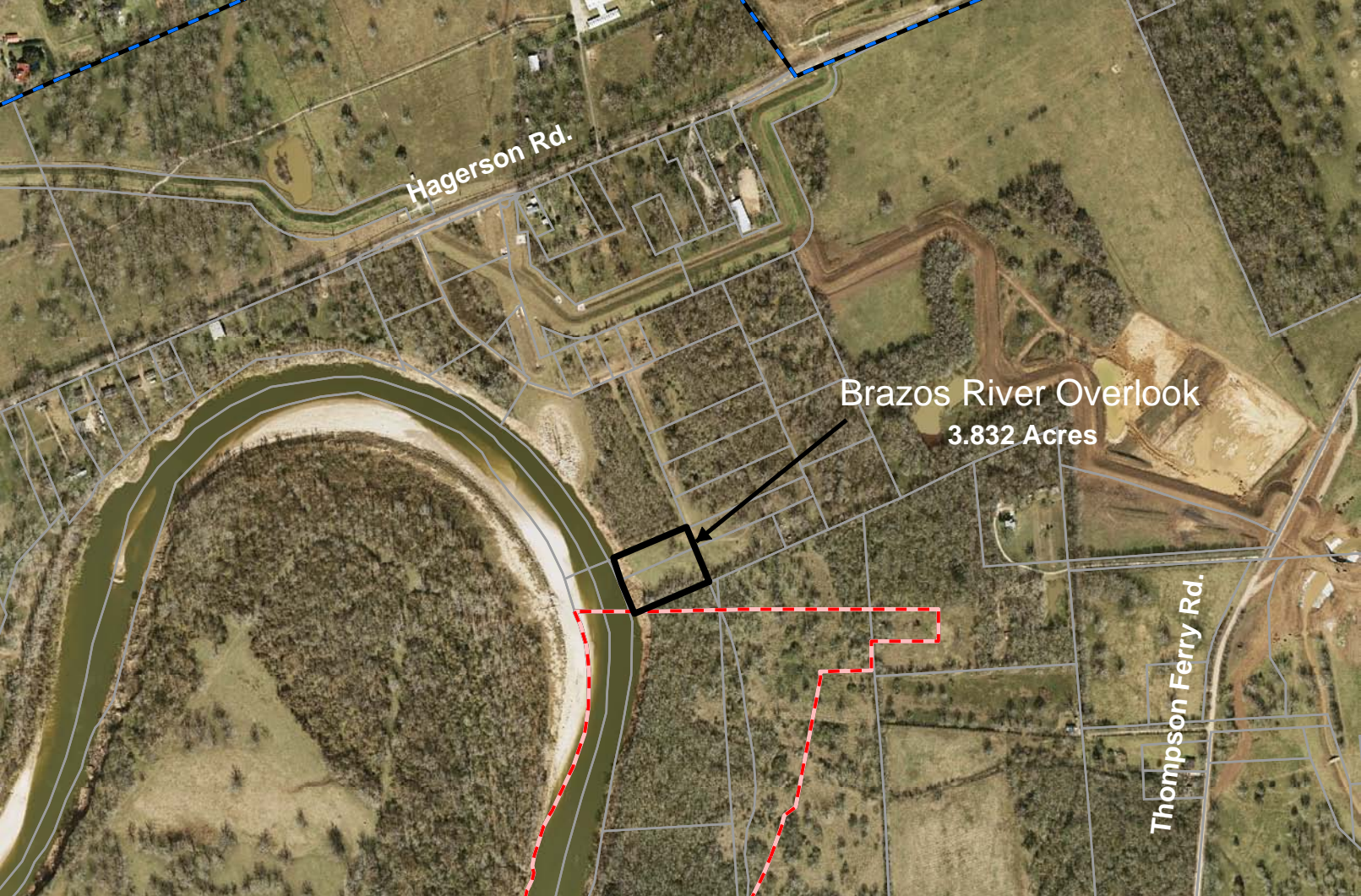
Riverstone

Elkins H.S.

Hwy 6

Hagerson Rd.

CSB Asphalt Site



Hagerson Rd.

Brazos River Overlook
3.832 Acres

Thompson Ferry Rd.



**Council Agenda Item
February 16, 2009**

7. PUBLIC COMMENTS

An opportunity for the public to address Council on items/concerns not on this agenda.



**Council Agenda Item
February 16, 2009**

8. PUBLIC HEARINGS

- (a) A public hearing to receive comments concerning the use of **Community Development Block Grant funds** in the **new Community Development Block Grant Five-Year Consolidated Plan** and FY 2008 Community Development Block Grant Annual Action Plan.

Background information attached as follows:

Cover Memo



Council Agenda Item Cover Memo February 16, 2009

To: Mayor and City Council
Agenda Item: **8a** Public Hearing for CDBG FY2009 Action Plan.
Submitted by: Ornita Green, MPA, Director of Planning

SYNOPSIS

Public Hearing to receive comments from citizens and civic organizations regarding the use of Community Development Block Grant funds in the FY 2009 CDBG Annual Action Plan.

BACKGROUND

Under federal regulation, 24 CFR, 91.200(b), Section 107, Citizen Participation, the City must provide opportunity through public hearings to receive comments from citizens and civic organizations regarding the proposed use of Community Development Block Grant funds that will be received during Fiscal Year 2009 in the Annual Action Plan. The estimated CDBG funds for FY2009 are \$298,800.

FISCAL ANALYSIS

Not applicable.

STAFF'S RECOMMENDATION

Hold the public hearing to receive comments regarding CDBG funds.

Bill Atkinson
Assistant City Manager



**Council Agenda Item
February 16, 2009**

- 9. PUBLIC HEARINGS AND CONSIDERATION OF ZONING ORDINANCES**
There are no Public Hearings and Consideration of Zoning Ordinances at this time.
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**Council Agenda Item
February 16, 2009**

10. CONSIDERATION OF ORDINANCES

- (a) Consider an ordinance of the City Council of the City of Missouri City, Texas, ordering the **2009 General election**; and to **consider the ordinance on the first and final reading**.

Background information attached as follows:

Cover Memo

Ordinance



**Council Agenda Item Cover Memo
February 16, 2009**

To: Mayor and City Council
Agenda Item: 10a Ordinance Ordering the 2009 Election
Submitted by: Patrice Fogarty, City Secretary

SYNOPSIS

This is a one-reading ordinance ordering the general election for May 9, 2009, to elect Councilmembers for Districts A, B, C, and D.

BACKGROUND

Statutorily, Cities are to order their general election before the 62nd day before the election which is Sunday, March 8, 2009. Since March 8 is a Sunday, the deadline rolls to Monday, March 9, 2009. If Council passes the ordinance tonight, Council is well within the time constraints.

FISCAL ANALYSIS

Funds have been budgeted to conduct the general election.

STAFF'S RECOMMENDATION

Adopt this ordinance on first and final reading.

**Frank Simpson
City Manager**

ORDINANCE NO. O-09-_____

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, PROVIDING FOR A GENERAL ELECTION TO BE HELD ON MAY 9, 2009, FOR THE PURPOSE OF ELECTING SINGLE-MEMBER DISTRICT COUNCIL MEMBERS FOR DISTRICTS A, B, C, AND D; PROVIDING FOR A JOINT ELECTION ON MAY 9, 2009, WITH FORT BEND INDEPENDENT SCHOOL DISTRICT, AND THE CITIES OF SUGAR LAND AND MEADOWS PLACE, AND ANY OTHER CONTRACTING ENTITY FOR THIS JOINT ELECTION; PROVIDING FOR ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

Section 1. That a general municipal election is hereby called and ordered for the 9th day of May, 2009, at which election all qualified voters residing within the corporate limits of the City may vote for the purpose of electing single-member district council members for Districts A, B, C, and D for full two-year terms. Said election shall be held in accordance with the Texas Election Code.

Section 2. That for the general election called and ordered for the purpose of electing single-member district council members for Districts A, B, C, and D, the Fort Bend County Elections Administrator shall act as Contracting Officer. The election officials for each City of Missouri City precinct in Fort Bend County and Harris County shall be designated by the Elections Administrator of Fort Bend County; and such election officials shall conduct the City's general election in accordance with a "Joint Election Agreement and Contract" to be approved and entered into at a later date. The Elections Administrator of Fort Bend County is hereby authorized and instructed to provide and furnish all necessary election supplies for all City of Missouri City precincts. The official mailing address of the Elections Administrator is 301 Jackson, Suite 101, Richmond, Texas 77469, and the physical address is 4520 Reading Road, Suite A, Rosenberg, Texas 77471. Voting at such election shall be upon the eSlate electronic voting system.

Section 3. That the polling places on election day, May 9, 2009, for the voting precincts in the City of Missouri City are as follows:

Missouri City Precinct No. 1 -

Boundaries:	That portion of Harris County election Precinct No. 506 located within the City
Polling Place:	<u>For Precinct No. 506</u> Fondren Park Community Center 11804 McLain Boulevard Missouri City, Texas

Missouri City Precinct No. 2 -

Boundaries: That portion of Fort Bend County election Precinct No. 4065 located within the City

Polling Place: For Precinct No. 4065:

Austin Parkway Elementary School
4400 Austin Parkway
Sugar Land, Texas

Missouri City Precinct No. 3 -

Boundaries: That portion of Fort Bend County election Precinct No. 4049 located within the City

Polling Place: For Precinct No. 4049:

Lexington Creek Elementary School
2335 Dulles Avenue
Missouri City, Texas

Missouri City Precinct No. 4 -

Boundaries: That portion of Fort Bend County election Precinct No. 2081 located within the City

Polling Place: For Precinct No. 2081:

East End Annex
303 Texas Parkway
Missouri City, Texas

Missouri City Precinct No. 5 -

Boundaries: That portion of Fort Bend County election Precinct No. 2061 located within the City

Polling Place: For Precinct No. 2061:

Elkins High School
7007 Knights Court
Missouri City, Texas

Missouri City Precinct No. 6 -

Boundaries: Those portions of Fort Bend County election Precinct Nos. 2077 and 2141 located within the City

Polling Place: For Precinct Nos. 2077 and 2141:

Glover Elementary School
1510 Columbia Blue
Missouri City, Texas

Missouri City Precinct No. 7 -

Boundaries:

That portion of Fort Bend County election Precinct No. 2050 located within the City

Polling Place:

For Precinct No. 2050:

Hunter's Glen Elementary School
8295 Independence Blvd.
Missouri City, Texas

Missouri City Precinct No. 8 -

Boundaries:

Those portions of Fort Bend County election Precinct Nos. 2033, 2090, and 2091 located within the City

Polling Place:

For Precinct Nos. 2033, 2090, and 2091:

Lantern Lane Elementary School
3323 Mission Valley Drive
Missouri City, Texas

Missouri City Precinct No. 9 -

Boundaries:

That portion of Fort Bend County election Precinct No. 4127 located within the City

Polling Place:

For Precinct No. 4127:

Lexington Creek Elementary School
2335 Dulles Avenue
Missouri City, Texas

Missouri City Precinct No. 10 -

Boundaries:

Those portions of Fort Bend County election Precinct Nos. 2092 and 2093 located within the City

Polling Place:

For Precinct Nos. 2092 and 2093:

Meadowcreek Clubhouse
2410 LaQuinta Drive
Missouri City, Texas

Missouri City Precinct No. 11 -

Boundaries:

Those portions of Fort Bend County election Precinct Nos. 2059, 2071, and 2075 located within the City

Polling Place:

For Precinct Nos. 2059, 2071, and 2075:

Community Center, City of Missouri City
1522 Texas Parkway
Missouri City, Texas

Missouri City Precinct No. 12 -

Boundaries:

Those portions of Fort Bend County election Precinct Nos. 4062 and 4094 located within the City

Polling Place:

For Precinct Nos. 4062 and 4094:

Palmer Elementary School
4208 Crow Valley Drive
Missouri City, Texas

Missouri City Precinct No. 13 -

Boundaries:

That portion of Fort Bend County election Precinct No. 2089 located within the City

Polling Place:

For Precinct No. 2089:

Quail Green Clubhouse
2605 Spring Place Drive
Missouri City, Texas

Missouri City Precinct No. 14 -

Boundaries:

Those portions of Fort Bend County election Precinct Nos. 2115 and 2136 located within the City

Polling Place:

For Precinct Nos. 2115 and 2136:

Quail Valley East Clubhouse
2206 Turtle Creek Drive
Missouri City, Texas

Missouri City Precinct No. 15 -

Boundaries:

That portion of Fort Bend County election Precinct No. 2078 located within the City

Polling Place:

For Precinct No. 2078:

Quail Valley Elementary School
3500 Quail Village Drive
Missouri City, Texas

Missouri City Precinct No. 16 -

Boundaries:

That portion of Fort Bend County election Precinct No. 2030 located within the City

Polling Place:

For Precinct No. 2030:

Quail Valley Middle School
3019 FM 1092
Missouri City, Texas

Missouri City Precinct No. 17 -

Boundaries:

That portion of Fort Bend County election Precinct No. 2028 located within the City

Polling Place:

For Precinct No. 2028:

Quail Valley Elementary School
3500 Quail Village Drive
Missouri City, Texas

Those portions of Fort Bend County Precinct Nos. 1058, 1114, 1118, 2088, 2112, 4044 and 4131, and Harris County Precinct No. 337 falling within the boundaries of the City of Missouri City but having no Missouri City residents will have no Missouri City election day polling places.

Section 4. That the polls of each of the polling places on election day shall be open from 7:00 a.m. to 7:00 p.m.

Section 5. That early voting by personal appearance shall be at the following locations, dates, and times:

Schedule for: Missouri City Community Center - 1522 Texas Pkwy, Missouri City, TX
Garcia Middle School - 18550 Old Richmond Road, Sugar Land, TX
Hightower High School – 3333 Hurricane Lane, Missouri City, TX

Day	Date	Hours
Monday - Friday	April 27 – May 1, 2009	8:00 a.m. to 5:00 p.m.
Saturday	May 2, 2009	8:00 a.m. to 5:00 p.m.
Sunday	May 3, 2009	CLOSED
Monday – Tuesday	May 4 – 5, 2009	7:00 a.m. to 7:00 p.m.

Schedule for: First Colony Conference Center – 3232 Austin Parkway, Sugar Land, TX

Day	Date	Hours
Monday - Friday	April 27 – May 1, 2009	10:00 a.m. to 7:00 p.m.
Saturday	May 2, 2009	8:00 a.m. to 5:00 p.m.
Sunday	May 3, 2009	CLOSED
Monday – Tuesday	May 4 – 5, 2009	7:00 a.m. to 7:00 p.m.

Schedule for: Lost Creek Park – 3703 Lost Creek Blvd., Sugar Land, TX
 Sugar Land City Hall – 2700 Town Center Blvd. North, Sugar Land, TX

Day	Date	Hours
Monday - Friday	April 27 – May 1, 2009	10:00 a.m. to 7:00 p.m.
Saturday	May 2, 2009	CLOSED
Sunday	May 3, 2009	CLOSED
Monday – Tuesday	May 4 – 5, 2009	7:00 a.m. to 7:00 p.m.

Schedule for: Fort Bend ISD Admin. Bldg. – 16431 Lexington Blvd., Sugar Land, TX
 Meadows Place City Hall – One Troyan Dr., Meadows Place, TX
 Willowridge High School – 16301 Chimney Rock, Houston, TX
 Sugar Land Branch Library – 550 Eldridge, Sugar Land, TX

Day	Date	Hours
Monday - Friday	April 27 – May 1, 2009	8:00 a.m. to 5:00 p.m.
Saturday	May 2, 2009	CLOSED
Sunday	May 3, 2009	CLOSED
Monday – Tuesday	May 4 – 5, 2009	8:00 a.m. to 5:00 p.m.

Section 6. Early voting by both personal appearance and by mail shall be by the eSlate electronic voting system (including the Hart Intercivic Ballot Now system for ballots by mail), with mail ballots being processed by an Early Voting Ballot Board.

Section 7. The Missouri City City Secretary or the Fort Bend County Elections Administrator shall receive applications for a ballot to be voted by mail until the close of business on Friday, May 1, 2009. Requests for applications should be mailed to: Patrice Fogarty, City Secretary, City of Missouri City, 1522 Texas Parkway, Missouri City, Texas 77489; or requested by phone at 281.403-8685; fax at 281.403.0683; or email at pfogarty@missouricitytx.gov; or by contacting the Fort Bend County Elections Administrator, 301 Jackson, Suite 101, Richmond, Texas 77469; physical address is 4520 Reading Road, Suite A, Rosenberg, Texas 77471; phone: 281-341-8670; fax: 281-341-4418; email: john.oldham@co.fort-bend.tx.us.

Section 8. Any and all other ordinances in conflict herewith are hereby repealed.

Section 9. That if any section, subsection, sentence, clause, or phrase of this ordinance, or the application of same to a particular set of persons or circumstances, should for any reason be held to be invalid or adjudged unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the remaining portions of this ordinance, and to such end the various portions and provisions of this ordinance are declared to be severable; and the City Council of the City of Missouri City, Texas, declares it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED on first and final reading this the 16th day of February, 2009.

Allen Owen, Mayor

ATTEST:

Approved as to form:

Patrice Fogarty, City Secretary

Caroline Kelley, City Attorney



**Council Agenda Item
February 16, 2009**

10. CONSIDERATION OF ORDINANCES

- (b) Consider an ordinance of the City of Missouri City, Texas, **establishing maximum speed limits for all school zones** located within the City, including designated locations and times; providing a penalty; repealing all ordinances or parts of ordinances in conflict therewith; providing for severability; and declaring an emergency; and to **consider the ordinance on the first and final reading.**

Background information attached as follows:

Cover Memo

Ordinance

Changes Marked



Council Agenda Item Cover Memo February 16, 2009

To: Mayor and City Council
Agenda Item: **10b** Consider an ordinance of the City of Missouri City, Texas, **establishing maximum speed limits** for **all school zones** located within the City, including designated locations and times; providing a penalty; repealing all ordinances or parts of ordinances in conflict therewith; providing for severability; and declaring an emergency; and to **consider the ordinance on the first and final reading.**

Submitted by: Scott R. Elmer, P.E., City Engineer/Director of Public Works

SYNOPSIS

School speed zoning practice includes a periodic review of existing school speed zones to accommodate changing traffic patterns, new developments, new schools and other changing conditions. City staff has performed a comprehensive analysis of all existing school speed zones within the City of Missouri City to verify that the school zones are accurate and appropriate.

BACKGROUND

- The City has followed the Procedures for Establishing Speed Zones by TxDOT and the Texas Manual on Uniform Traffic Control Devices to revise the City's school zones and times.
- The school zone for the Progressive High School is being changed to account for compliance with the establishment of reduced speed limits – reduced speed limit should be no more than 15 miles per hour less than the posted speed limit. The posted speed limit is 40 MPH; therefore, the school zone speed limit should be posted at 25 MPH.
- The school zone is not being changed at the Armstrong Elementary School or FBISD School No. 39, and at one time called the Quail Valley Elementary School (QVES) while the QVES was being reconstructed and those children were attending FBISD No. 39. The ordinance is establishing the correct name of the elementary school as Armstrong Elementary.
- The school zone signage posted in the E A Jones and Missouri Middle School area does not accurately reflect the recommended and adopted school zone times for the school zone speed limits. There are 13 signs that will need to be replaced to post the new times.

FISCAL ANALYSIS

Operational Budget - \$500: To replace old speed limit placards

STAFF'S RECOMMENDATION

Approve ordinance establishing school zone speed limits located within the City of Missouri City.



Frank Simpson
City Manager

ORDINANCE NO. O-09-

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, ESTABLISHING MAXIMUM SPEED LIMITS FOR ALL SCHOOL ZONES LOCATED WITHIN THE CITY, INCLUDING DESIGNATING LOCATIONS AND TIMES; PROVIDING A PENALTY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY

* * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

Section 1. There are hereby established certain school zones in the city as described in Exhibit "A" and depicted in Exhibit "B" which are attached hereto and made a part hereof.

Section 2. The prima facie maximum speed limit for each street in a school zone shall be 15 miles per hour less than the posted maximum speed limit, or if no speed limit is posted, 15 miles per hour less than the prima facie speed limit of such street, but in no event shall such school zone speed limit be less than 20 miles per hour. Such prima facie maximum school zone speed limits are hereby declared to be reasonable and safe, and to be effective on those days when the school which is situated adjacent thereto is in session during the established times and within the established locations.

Section 3. Any person violating any provision of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined not less than One Dollar (\$1.00) nor more than Two Hundred Dollars (\$200.00). Each such violation shall constitute a separate offense.

Section 4. Repeal. All ordinances or parts of ordinances, if any, in conflict herewith, shall be and are hereby expressly repealed to the extent of such conflict only.

Section 5. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Missouri City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. The fact that these new and amended school zones are needed creates an emergency for which the immediate preservation of the public peace, health, safety and general welfare requires that this Ordinance take effect immediately from and after its passage, and it is accordingly so ordained.

PASSED, APPROVED and ADOPTED on first and final reading this ____ day of _____, 2009.

Allen Owen, Mayor

ATTEST:

APPROVED AS TO FORM:

Patrice Fogarty, City Secretary

Caroline Kelley, City Attorney

Exhibit “A”

School Times and Zones

Armstrong Elementary: 7:30am to 8:30am
2:30pm to 3:30pm

1. Independence Blvd. – 95 ft. West from the intersection of Independence Blvd. and Fifth St.
2. Independence Blvd. – 782 ft. Southeast from the intersection of Independence Blvd. and Revolution Way

Palmer Elementary: 7:30am to 8:30am
2:30pm to 3:30pm

1. Crow Valley Dr. – 80 ft. Northeast from the intersection of Crow Valley Dr. and Kenwick St. to 130 ft. South from Plantation Wood Ln.
2. Plantation Lakes Dr. – 130 ft. Southeast from the intersection of Plantation Lakes Dr. and King Cotton Ln. to 380 ft. Northwest from the intersection of Harbour Pl. and Plantation Lakes Dr.

Hunter’s Glen Elementary: 7:30am to 8:30am
2:30pm to 3:30pm

1. Lexington Ct. – 80 ft. East from the intersection of Lexington Ct. and Hammerwood Dr. to Lexington Blvd.
2. Lexington Blvd. – 390 ft. South from the intersection of Lexington Ct. and Lexington Blvd. to 400 ft. North from the intersection of Derby Ln. and Lexington Blvd.
3. Independence Blvd. – 500 ft. West from the intersection of Huntington Dr. and Independence Blvd. to 115 ft. East from the intersection of Hollyridge Dr. and Independence Blvd.
4. Hollyridge Dr. – 140 ft. South from the intersection of Hollyridge Dr. and Lynnwood Dr. to Independence Blvd.
5. Hunter’s Ct. – 35 ft. South from the intersection of Hunters Ct. and Tramwood Dr. to Independence Blvd.
6. Foxglove Dr. – 35 ft. East from the intersection of Foxglove Dr. and Huntington Dr. to the intersection of Mountshire Dr. and Foxglove Dr.

Exhibit “A”

7. Mountshire Dr. – 165 ft. Southeast from the intersection Mountshire Dr. and Shiremeadow Dr. to Derby Ln.
8. Foxborough Ln. – 80 ft. South from the intersection of Foxborough Ln. and Shiremeadow Dr. to Foxglove Dr.
9. Derby Ln. – 30 ft. East from the intersection and Huntington Dr. to Lexington Blvd.
10. Huntington Dr. – The entire street (From end to end)

Edgar Glover Jr. Elementary: 7:30am to 8:30am
2:30pm to 3:30pm

1. Court Rd. – 435 ft. West from the intersection of Court Rd. and Staffordshire Rd. to 160 ft. East from the intersection of Colombia Blue Dr. and Court Rd.
2. Staffordshire Rd. – 245 ft. Northwest from the intersection of Court Rd. and Staffordshire Rd. to Court Rd.
3. Colombia Blue Dr. – 380 ft. South from the intersection of Colombia Blue Dr. and Greenwest Dr. to 655 ft. South from the intersection of Colombia Blue Dr. and Court Rd.

Lantern Lane Elementary: 7:30am to 8:30am
2:30pm to 3:30pm

1. Mission Valley Dr. – 105 ft. South from the intersection of Quail Valley East Dr. and Mission Valley to 240 ft. North of the intersection of Quail Grove Ln. and Mission Valley Dr.
2. Lantern Ln. – From the intersection of Point Clear Dr. and Lantern Ln. to the intersection of Lantern Ln. and Mission Valley Dr.
3. Point Clear Dr. – 153 ft. North from the intersection of Point Clear Dr. and Lantern Ln. to 200 ft. South of Point Clear Dr. and Lantern Ln.
4. Turtle Creek Dr. – 135 ft. East from the intersection of Turtle Creek Dr. and Meadowview Dr. to 195 ft. West from the intersection of Turtle Creek Dr. and Blue Hills Dr.
5. Eastfield Dr. – 95 ft. East from Mission Valley Dr. to Mission Valley Dr.
6. Crestview Ct. – 100 ft. East from Mission Valley Dr. to Mission Valley Dr.

Exhibit “A”

7. Arrowhead Ct. – 100 ft. East from Mission Valley Dr. to Mission Valley Dr.
8. Ambassador Ct. – 100 ft. East from Mission Valley Dr. to Mission Valley Dr.

Lexington Creek Elementary: 7:30am to 8:30am
2:30pm to 3:30pm

1. Wavertree Dr. – 85 ft. East from the intersection of Wavertree Dr. and Dulles Ave. to 190 ft. Southwest from the intersection of Wavertree Dr. and Edgewood Dr.
2. Edgewood Dr. – 150 ft. North from the intersection Edgewood Dr. and Oak Valley Dr. to 125 ft. Northwest from the intersection of Wavertree Dr. and Edgewood Dr.
3. Linwood Dr. – 130 ft. South from Wavertree Dr. to Wavertree Dr.
4. Blue Rose Dr. – 125 ft. South from Wavertree Dr. to Wavertree Dr.

EA Jones Elementary School / Missouri City Middle School: 7:30 – 9:00 AM
2:45 – 4:15 PM

1. Fifth St. – 150 ft. Southwest from intersection of Fifth St. and Martin Ln. to 50 ft. Northeast from the intersection of Fifth St. and Louisiana St.
2. Louisiana St. – From the intersection of First St. and Louisiana St. to Fifth St.
3. Second St. – 125 ft. Northeast from the intersection of Second St. and Louisiana St. to Louisiana St.
4. Third St. – 130 ft. Northeast from the intersection of Third St. and Louisiana St. to Louisiana St.
5. School St. – 50 ft. Southeast from the intersection of Hwy 90A (Eastbound lane) and School St. to First St.
6. Martin Ln. – 50 ft. South from the intersection of Hwy 90A (Eastbound lane) and Martin Ln. to Fifth St.
7. Glen Park Dr. – 150 ft. Southwest from the intersection of Martin Ln. and Glen Park Dr. to Martin Ln.
8. Kirkwood Dr. – 105 ft. Southeast from the intersection of Fifth St. and Kirkwood Dr. to Fifth St.

Exhibit “A”

9. Carol Lynn Dr. – 175 ft. Southeast from the intersection of Fifth St. and Carol Lynn Dr. to Fifth St.

Austin Parkway Elementary: 7:00am to 8:30am
2:30pm to 3:30pm

1. Crosslakes Blvd. – 170 ft. East from the intersection of Double Lake Dr. and Crosslakes Blvd. to the City Limit Line West of the intersection of Double Lake Dr. and Crosslakes Blvd.
2. Double Lake Dr. – 140 ft. North of the intersection of Double Lake Dr. and Crosslakes Blvd. to 100 ft. South of the intersection of Double Lake Dr. and Crosslakes Blvd.

Baines Middle School: 8:00am to 9:30am
3:00pm to 4:30pm

1. Sienna Ranch Rd. – 340 ft. West from the intersection of Sienna Pkwy. to the City Limit Line

Lake Olympia Middle School: 8:00am to 9:30am
3:00pm to 4:30pm

1. Lake Olympia Pkwy. – 285 ft. Northeast from the intersection of Hwy 6 and Lake Olympia Pkwy. to 165 ft. West of Crow Valley Dr.
2. Sailor’s Way – 130 ft. South from the intersection of Lake Olympia Pkwy. and Sailor’s Way

Quail Valley Middle School: 8:00am to 9:30am
3:00pm to 4:30pm

1. FM 1092 (Murphy Rd.) – 235 ft. South from the intersection of FM 1092 (Murphy Rd.) and Raoul Wallenberg Ln. to 675 ft. South from the intersection of El Dorado Blvd. and FM 1092 (Murphy Rd.)
2. Palm Grove Dr. – From the intersection of Palm Grove Dr. and FM 1092 (Murphy Rd.) to 200 ft. South from the intersection of Palm Grove Dr. and FM 1092 (Murphy Rd.)

Elkins High School: 7:00am to 8:00am
2:00pm to 3:00pm

Exhibit “A”

1. Knights Ct. – 250 ft. East from the intersection of Thompson Ferry Rd. and Knights Ct. to 2,440 ft. East from the intersection of Knights Ct. and Thompson Ferry Rd.

Hightower High School: 7:30am to 8:30am
2:30pm to 3:30pm

1. Hurricane Ln. – 295 ft. South from the intersection of Trammel-Fresno Rd. and Hurricane Ln. to 950 ft. North of the intersection of Hwy 6 and Hurricane Ln.

Progressive High School: 7:30am to 8:30am
1:30pm to 2:30pm

1. Independence Blvd. – 260 ft. East from the intersection of Independence Blvd. and FM 2234 (Texas Pkwy.) to 800 ft. East from the intersection of Independence Blvd. and FM 2234 (Texas Pkwy.)

Thurgood Marshall High School: 7:30am to 8:30am
2:30pm to 3:30pm

1. Buffalo Run – 440 ft. Northeast from the intersection of FM 2234 (Texas Pkwy.) and Buffalo Run to 2,635 ft. Northeast of the intersection of FM 2234 (Texas Pkwy.) and Buffalo Run

INDEPENDENCE BLVD

INDEPENDENCE BLVD

Armstrong Elementary

5TH ST

BOWEN ST

5TH ST



Speed Zone Armstrong Elementary

Legend



25 MPH School Zone

Geographic Coordinate System -
North American Datum 1983 NAD83)

This map has been produced from various sources. Every effort has been made to ensure the accuracy of this map. However, Missouri City assumes no liabilities or damages due to errors or omissions. If any errors are detected, please contact Public Works, Engineering Division so that they may be corrected.

1 inch = 200 feet



Map By:
GIS/Engineering
January 2009





Speed Zones

Palmer
Elementary

and

Lake Olympia
Middle School

Legend

-  20 MPH (Palmer)
-  25 MPH (LOMS)



1 inch = 400 feet

This map has been produced from various sources. Data is not guaranteed to be 100% accurate. No liability is assumed for any errors or omissions. If any errors are detected, please contact the City of Dallas, Planning Department.

Geographic Coordinate System
North American Datum 1983
(NAD83)

Map By:
GIS/Engineering
January 2009





Hunter's Glen
Elementary



20 MPH School Zone

This map has been provided from various sources. Every effort has been made to ensure the accuracy of this map. However, Muncipal C&G assumes no liabilities or damages due to errors or omissions. If any errors are detected, please contact Public Works, Engineering Division so that they may be corrected.

Geographic Coordinate System
North American Datum 1983
(NAD83)

Map By:
GIS/Engineering
January 2009





Speed Zone
Edgar Glover Jr.
Elementary

Legend



20 MPH School Zone

Geographic Coordinate System -
North American Datum 1983 NAD83)

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1 inch = 200 feet



Map By:
GIS/Engineering
January 2009



**Speed Zones
Lantern Lane
Elementary**

Legend



20 MPH School Zone

Geographic Coordinate System -
North American Datum 1983 NAD83)

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1 inch = 300 feet



Map By:
GIS/Engineering
January 2009



Speed Zones

Lexington
Creek
Elementary

Legend



20 MPH School Zone



1 inch = 200 feet

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Geographic Coordinate System
North American Datum 1983
(NAD83)

Map By:
GIS/Engineering
January 2009





Speed Zones

Missouri City
Middle School
and
E.A. Jones
Elementary

Legend

 20 MPH School Zone



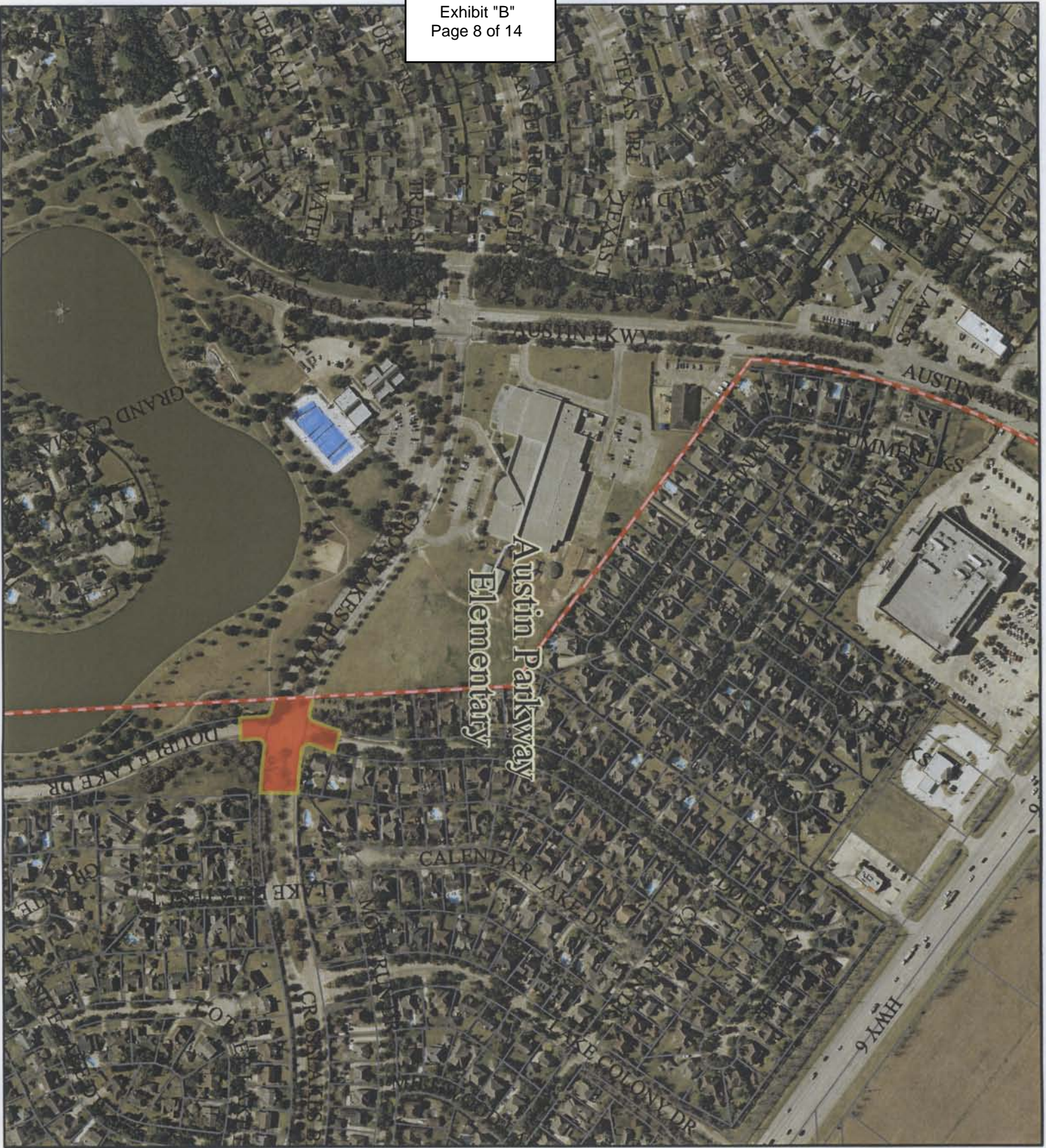
1 inch = 275 feet

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Geographic Coordinate System
North American Datum 1983
(NAD83)

Map By:
GIS/Engineering
January 2009





Speed Zones

Austin Parkway
Elementary

Legend



20 MPH School Zone



1 inch = 350 feet

This map has been produced from various sources. Every effort has been made to ensure the accuracy of this map. However, Missouri City assumes no liability or damages due to errors or omissions. Public Works Department and Division of Public Works may be contacted for more information.

Geographic Coordinate System
North American Datum 1983
(NAD83)

Map By:
GIS/Engineering
January 2009

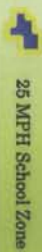




Speed Zones

Baines
Middle School

Legend



1 inch = 450 feet

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Geographic Coordinate System
North American Datum 1983
(NAD83)

Map By:
GIS/Engineering
January 2009





Speed Zones

Quail Valley Middle School

Legend

 35 MPH School Zone

Geographic Coordinate System -
North American Datum 1983 NAD83)

This map has been produced from various sources. Every effort has been made to ensure the accuracy of this map. However, Missouri City assumes no liabilities or damages due to errors or omissions. If any errors are detected, please contact Public Works, Engineering Division so that they may be corrected.

1 inch = 300 feet



Map By:
GIS/Engineering
January 2009



Speed Zones

Elkins High School

Legend



1 inch = 400 feet



This map has been produced from various sources. It is not a survey map and should not be used for any legal or boundary purposes. It is for informational purposes only. No liability is assumed for any errors or omissions. If any errors are detected, please contact the author.

Geographic Coordinate System
North American Datum 1983
(NAD83)

Map By:
GIS/Engineering
January 2009





Speed Zones

Hightower
High School

Legend

 25 MPH School Zone



1 inch = 450 feet

This map has been produced from various sources. Every effort has been made to ensure the accuracy of this map. However, Missouri City assumes no liability or damages due to errors or omissions. If any errors are detected, please contact the Planning Division at (281) 361-1111.

Geographic Coordinate System
North American Datum 1983
(NAD83)

Map By:
GIS/Engineering
January 2009





Speed Zones

Progressive
High School

Legend



1 inch = 200 feet

This map has been produced from various sources. It is not a survey map and should not be used for any legal or liability or damage claim or insurance or other purposes. If any errors are detected, please contact the Public Works Department at 781-335-1111. They may be corrected.

Geographic Coordinate System
North American Datum 1983
(NAD83)

Map By:
GIS/Engineering
January 2009





Speed Zones

Thurgood
Marshall
High
School

Legend



25 MPH School Zone



1 inch = 400 feet

This map has been produced from various sources. Every effort has been made to ensure the accuracy of this map. However, Missouri City reserves no liability or damage due to errors or omissions. Public Works Department Division of Planning may be contacted.

Geographic Coordinate System
North American Datum 1983
(NAD83)

Map By:
GIS/Engineering
January 2009



School Times and Zones

Quail Valley Armstrong Elementary: 7:30am to 8:30am
2:30pm to 3:30pm

1. Independence Blvd. – 95 ft. West from the intersection of Independence Blvd. and Fifth St.
2. Independence Blvd. – 782 ft. Southeast from the intersection of Independence Blvd. and Revolution Way

Palmer Elementary: 7:30am to 8:30am
2:30pm to 3:30pm

1. Crow Valley Dr. – 80 ft. Northeast from the intersection of Crow Valley Dr. and Kenwick St. to 130 ft. South from Plantation Wood Ln.
2. Plantation Lakes Dr. – 130 ft. Southeast from the intersection of Plantation Lakes Dr. and King Cotton Ln. to 380 ft. Northwest from the intersection of Harbour Pl. and Plantation Lakes Dr.

Hunter's Glen Elementary: 7:30am to 8:30am
2:30pm to 3:30pm

1. Lexington Ct. – 80 ft. East from the intersection of Lexington Ct. and Hammerwood Dr. to Lexington Blvd.
2. Lexington Blvd. – 390 ft. South from the intersection of Lexington Ct. and Lexington Blvd. to 400 ft. North from the intersection of Derby Ln. and Lexington Blvd.
3. Independence Blvd. – 500 ft. West from the intersection of Huntington Dr. and Independence Blvd. to 115 ft. East from the intersection of Hollyridge Dr. and Independence Blvd.
4. Hollyridge Dr. – 140 ft. South from the intersection of Hollyridge Dr. and Lynnwood Dr. to Independence Blvd.
5. Hunter's Ct. – 35 ft. South from the intersection of Hunters Ct. and Tramwood Dr. to Independence Blvd.

6. Foxglove Dr. – 35 ft. East from the intersection of Foxglove Dr. and Huntington Dr. to the intersection of Mountshire Dr. and Foxglove Dr.
7. Mountshire Dr. – 165 ft. Southeast from the intersection Mountshire Dr. and Shiremeadow Dr. to Derby Ln.
8. Foxborough Ln. – 80 ft. South from the intersection of Foxborough Ln. and Shiremeadow Dr. to Foxglove Dr.
9. Derby Ln. – 30 ft. East from the intersection and Huntington Dr. to Lexington Blvd.
10. Huntington Dr. – The entire street (From end to end)

Edgar Glover Jr. Elementary: 7:30am to 8:30am
2:30pm to 3:30pm

1. Court Rd. – 435 ft. West from the intersection of Court Rd. and Staffordshire Rd. to 160 ft. East from the intersection of Colombia Blue Dr. and Court Rd.
2. Staffordshire Rd. – 245 ft. Northwest from the intersection of Court Rd. and Staffordshire Rd. to Court Rd.
3. Colombia Blue Dr. – 380 ft. South from the intersection of Colombia Blue Dr. and Greenwest Dr. to 655 ft. South from the intersection of Colombia Blue Dr. and Court Rd.

Lantern Lane Elementary: 7:30am to 8:30am
2:30pm to 3:30pm

1. Mission Valley Dr. – 105 ft. South from the intersection of Quail Valley East Dr. and Mission Valley to 240 ft. North of the intersection of Quail Grove Ln. and Mission Valley Dr.
2. Lantern Ln. – From the intersection of Point Clear Dr. and Lantern Ln. to the intersection of Lantern Ln. and Mission Valley Dr.
3. Point Clear Dr. – 153 ft. North from the intersection of Point Clear Dr. and Lantern Ln. to 200 ft. South of Point Clear Dr. and Lantern Ln.
4. Turtle Creek Dr. – 135 ft. East from the intersection of Turtle Creek Dr. and Meadowview Dr. to 195 ft. West from the intersection of Turtle Creek Dr. and Blue Hills Dr.
5. Eastfield Dr. – 95 ft. East from Mission Valley Dr. to Mission Valley Dr.

6. Crestview Ct. – 100 ft. East from Mission Valley Dr. to Mission Valley Dr.
7. Arrowhead Ct. – 100 ft. East from Mission Valley Dr. to Mission Valley Dr.
8. Ambassador Ct. – 100 ft. East from Mission Valley Dr. to Mission Valley Dr.

Lexington Creek Elementary: 7:30am to 8:30am
2:30pm to 3:30pm

1. Wavertree Dr. – 85 ft. East from the intersection of Wavertree Dr. and Dulles Ave. to 190 ft. Southwest from the intersection of Wavertree Dr. and Edgewood Dr.
2. Edgewood Dr. – 150 ft. North from the intersection Edgewood Dr. and Oak Valley Dr. to 125 ft. Northwest from the intersection of Wavertree Dr. and Edgewood Dr.
3. Linwood Dr. – 130 ft. South from Wavertree Dr. to Wavertree Dr.
4. Blue Rose Dr. – 125 ft. South from Wavertree Dr. to Wavertree Dr.

EA Jones Elementary School / Missouri City Middle School: 7:30 – 9:00 AM
2:45 – 4:15 PM

1. Fifth St. – 150 ft. Southwest from intersection of Fifth St. and Martin Ln. to 50 ft. Northeast from the intersection of Fifth St. and Louisiana St.
2. Louisiana St. – From the intersection of First St. and Louisiana St. to Fifth St.
3. Second St. – 125 ft. Northeast from the intersection of Second St. and Louisiana St. to Louisiana St.
4. Third St. – 130 ft. Northeast from the intersection of Third St. and Louisiana St. to Louisiana St.
5. School St. – 50 ft. Southeast from the intersection of Hwy 90A (Eastbound lane) and School St. to First St.
6. Martin Ln. – 50 ft. South from the intersection of Hwy 90A (Eastbound lane) and Martin Ln. to Fifth St.
7. Glen Park Dr. – 150 ft. Southwest from the intersection of Martin Ln. and Glen Park Dr. to Martin Ln.

8. Kirkwood Dr. – 105 ft. Southeast from the intersection of Fifth St. and Kirkwood Dr. to Fifth St.
9. Carol Lynn Dr. – 175 ft. Southeast from the intersection of Fifth St. and Carol Lynn Dr. to Fifth St.

Austin Parkway Elementary: 7:00am to 8:30am
2:30pm to 3:30pm

1. Crosslakes Blvd. – 170 ft. East from the intersection of Double Lake Dr. and Crosslakes Blvd. to the City Limit Line West of the intersection of Double Lake Dr. and Crosslakes Blvd.
2. Double Lake Dr. – 140 ft. North of the intersection of Double Lake Dr. and Crosslakes Blvd. to 100 ft. South of the intersection of Double Lake Dr. and Crosslakes Blvd.

Baines Middle School: 8:00am to 9:30am
3:00pm to 4:30pm

1. Sienna Ranch Rd. – 340 ft. West from the intersection of Sienna Pkwy. to the City Limit Line

Lake Olympia Middle School: 8:00am to 9:30am
3:00pm to 4:30pm

1. Lake Olympia Pkwy. – 285 ft. Northeast from the intersection of Hwy 6 and Lake Olympia Pkwy. to 165 ft. West of Crow Valley Dr.
2. Sailor's Way – 130 ft. South from the intersection of Lake Olympia Pkwy. and Sailor's Way

Quail Valley Middle School: 8:00am to 9:30am
3:00pm to 4:30pm

1. FM 1092 (Murphy Rd.) – 235 ft. South from the intersection of FM 1092 (Murphy Rd.) and Raoul Wallenberg Ln. to 675 ft. South from the intersection of El Dorado Blvd. and FM 1092 (Murphy Rd.)
2. Palm Grove Dr. – From the intersection of Palm Grove Dr. and FM 1092 (Murphy Rd.) to 200 ft. South from the intersection of Palm Grove Dr. and FM 1092 (Murphy Rd.)

Elkins High School: 7:00am to 8:00am
2:00pm to 3:00pm

1. Knights Ct. – 250 ft. East from the intersection of Thompson Ferry Rd. and Knights Ct. to 2,440 ft. East from the intersection of Knights Ct. and Thompson Ferry Rd.

Hightower High School: 7:30am to 8:30am
2:30pm to 3:30pm

1. Hurricane Ln. – 295 ft. South from the intersection of Trammel-Fresno Rd. and Hurricane Ln. to 950 ft. North of the intersection of Hwy 6 and Hurricane Ln.

Progressive High School: 7:30am to 8:30am
1:30pm to 2:30pm

1. Independence Blvd. – 260 ft. East from the intersection of Independence Blvd. and FM 2234 (Texas Pkwy.) to 800 ft. East from the intersection of Independence Blvd. and FM 2234 (Texas Pkwy.)

Thurgood Marshall High School: 7:30am to 8:30am
2:30pm to 3:30pm

1. Buffalo Run – 440 ft. Northeast from the intersection of FM 2234 (Texas Pkwy.) and Buffalo Run to 2,635 ft. Northeast of the intersection of FM 2234 (Texas Pkwy.) and Buffalo Run

Document comparison done by Workshare Professional on Tuesday, February 10, 2009 8:31:03 AM

Input:	
Document 1	file://W:/LEGALPC/Ordinance/School Zone Exhibit 2007 subsequent.DOC
Document 2	file://W:/LEGALPC/Ordinance/School Zone Exhibit 2009.doc
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
<u>Moved from</u>	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	7
Deletions	3
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	10



**Council Agenda Item
February 16, 2009**

10. CONSIDERATION OF ORDINANCES

- (c) Consider an ordinance of the City Council of the City of Missouri City, Texas, **amending** City of Missouri City **Ordinance No. O-02-14**, adopted March 18, 2002, as amended; providing terms and conditions for **employee evaluations** as set forth in the personnel manual; and providing for severability; and to **consider the ordinance on the first of two readings.**

Background information attached as follows:

Cover Memo

Ordinance

Changes Marked



Council Agenda Item Cover Memo February 16, 2009

To: Mayor and City Council
Agenda Item: **10c** Consider an ordinance of the City Council of the City of Missouri City, Texas, **amending** City of Missouri City **Ordinance No. O-02-14**, adopted March 18, 2002, as amended; providing terms and conditions for **employee evaluations** as set forth in the personnel manual; and providing for severability; and to **consider the ordinance on the first of two readings.**

Submitted by: Edward Williams, Director of Human Resources & Organizational Development

SYNOPSIS

This is the first of two readings to amend the existing Personnel Policy Manual to reflect revisions to the City's Performance Management policies.

BACKGROUND

The City now has three performance ratings: exceeds expectations, meets expectations, or below expectations. The amendment establishes these three ratings in the personnel manual in lieu of the five ratings previously utilized.

Also, there are revisions clarifying language for possible adjustments to employee salaries. No decisions have been made at this time relative to the employee salary adjustments. However, the proposed Personnel Manual revisions are intended to clarify language that any possible future salary adjustments are based on the City's budget considerations. Considering the current and some projected economic conditions, it is prudent for these revisions to be made. Again, it is stressed that no decisions have been made regarding salary adjustments at this time.

FISCAL ANALYSIS

The adoption of the Personnel Manual amendment in and of itself causes no fiscal impact.

STAFF'S RECOMMENDATION

Approve the amendment to the Personnel Policy Manual.

Frank Simpson
City Manager

ORDINANCE NO. O-09-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, AMENDING CITY OF MISSOURI CITY ORDINANCE NO. O-02-14, ADOPTED MARCH 18, 2002, AS AMENDED; PROVIDING TERMS AND CONDITIONS FOR EMPLOYEE EVALUATIONS AS SET FORTH IN THE PERSONNEL MANUAL; AND PROVIDING FOR SEVERABILITY.

* * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

Section 1. Ordinance No. O-02-14, adopted March 18, 2002, as amended, is hereby amended by deleting Sections 5-1, 5-2 and 5-3 of Article V of Chapter 2 thereof, and substituting therefor new Sections 5-1, 5-2 and 5-3 of Article V of Chapter 2, to provide as follows:

“CITY OF MISSOURI CITY PERSONNEL MANUAL

.

CHAPTER 2: EMPLOYMENT AND HIRING

.

Article V – Probation

Section 5-1 Probationary Period

Every person initially hired to the City, recently promoted within the City, recently demoted as part of a disciplinary action, or recently transferred to a new position within the City shall be required to successfully complete a probationary period. The normal probationary period shall be six months but may be increased to a total of nine months with Department Director approval. A probationary period may be extended an additional three months with City Manager approval. If performance that *meets expectations* is not obtained at the end of the probationary period, the employee may be terminated or demoted.

Section 5-2 Purpose

Department Directors and supervisors shall use the probationary period to closely observe and evaluate the work of employees and to encourage adjustment to their jobs and the City service. Only those employees whose performance *meets expectations* or *exceeds expectations* during their

probationary period should be retained.

Section 5-3 Trainee

In unusual cases where it has not been possible to locate an applicant meeting all of the minimum qualifications, or where the apparent best applicant does not meet all of the minimum qualifications, a candidate, with the approval of the City Manager, may be hired in a trainee category at a rate less than the minimum of the range. The employee must be able to meet all of the minimum qualifications before advancing out of the trainee status. The probationary period for a trainee may be for up to twelve months with periodic reviews. A performance review rating of *meets expectations* or higher must be obtained at each review to merit continuation of the job. There shall be no additional compensation associated with these interim reviews during this trainee probationary period. Upon the successful completion of the trainee's probation, the employee's rate of pay will be increased to at least the minimum of the applicable pay range for that position."

Section 2. Ordinance No. O-02-14, adopted March 18, 2002, as amended, is hereby amended by renaming Chapter 3 as follows:

"CITY OF MISSOURI CITY PERSONNEL MANUAL

. . . .

CHAPTER 3: PERFORMANCE MANAGEMENT"

Section 3. Ordinance No. O-02-14, adopted March 18, 2002, as amended, is hereby amended by deleting Section 7-1 of Article VII of Chapter 3 thereof, and substituting therefor a new Section 7-1 of Article VII of Chapter 3, to provide as follows:

"CITY OF MISSOURI CITY PERSONNEL MANUAL

. . . .

CHAPTER 3: PERFORMANCE MANAGEMENT

. . . .

Article VII - Performance

Section 7-1 Performance Evaluation Report.

It is the policy of the City of Missouri City to conduct periodic reviews of the

individual performance of each of its eligible employees by a manager, supervisor or department head.”

Section 4. Ordinance No. O-02-14, adopted March 18, 2002, as amended, is hereby amended by deleting Section 8-1 of Article VIII of Chapter 3 thereof, and substituting therefor a new Section 8-1 of Article VIII of Chapter 3, to provide as follows:

**“CITY OF MISSOURI CITY
PERSONNEL MANUAL**

.

CHAPTER 3: PERFORMANCE MANAGEMENT

.

Article VIII - Compensation

Section 8-1 Basis

- a. Performance Evaluations. The City Manager shall prepare, subject to required City Council approval, and the Human Resources and Organizational Development Department shall administer a comprehensive compensation plan for City employees. Based upon performance evaluation ratings, employees shall be paid salaries or wages in accordance with the salary schedule in the compensation plan. Performance evaluation ratings include *exceeds expectations*, *meets expectations* and *below expectations*.
- b. Performance definitions and overall value.
 1. *Below Expectations* - This rating should be given to the employee who generally fails to meet projected goals. In the case of a new employee, the supervisor should attempt to determine whether a correctable barrier is preventing performance that *meets expectations*.

Where an employee had been performing at a level that *meets expectations* or *exceeds expectations*, then drops to *below expectations*, more time and effort should be spent in trying to find a solution. Supervisors may consider performance improvement strategies including referrals to the employee assistance program when appropriate.

2. *Meets Expectations* – This rating should be given to the employee who generally meets projected goals in terms of

behavior, quality and quantity of work.

3. Exceeds Expectations – This rating should be given to the employee who generally *exceeds projected goals and behavioral expectations. Typically, 10 to 15 percent of the employees in any given review cycle are expected to secure this rating.*

Section 5. Ordinance No. O-02-14, adopted March 18, 2002, as amended, is hereby amended by deleting Section 8-2(a) of Article VIII of Chapter 3 thereof and substituting therefor a new Section 8-2(a) of Article VIII of Chapter 3, to provide as follows:

**“CITY OF MISSOURI CITY
PERSONNEL MANUAL**

.

CHAPTER 3: PERFORMANCE MANAGEMENT

.

Article VIII- COMPENSATION

.

Section 8-2 Administration of Salary Schedule

The salary schedule shall be administered in accordance with the following rules:

- a. During any probationary period, a department director may extend the probationary period for an additional period to allow the employee further time to prove ability to do the job (see Section 5-1) or may dismiss the employee.”

Section 6. Ordinance No. O-02-14, adopted March 18, 2002, as amended, is hereby amended by deleting Sections 8-2(c) and 8-2(d) of Article VIII of Chapter 3 thereof, and substituting therefor new Sections 8-2(c) and 8-2(d) of Article VIII of Chapter 3, to provide as follows:

**“CITY OF MISSOURI CITY
PERSONNEL MANUAL**

.

CHAPTER 3: PERFORMANCE MANAGEMENT

. . . .

Article VIII- COMPENSATION

. . . .

Section 8-2 Administration of Salary Schedule

. . . .

- c. Performance shall be evaluated at least annually as determined by the City Manager and the following actions shall be taken as applicable:
 - 1. Where the employee's performance has been *below expectations*, the employee may be subject to disciplinary action up to and including termination. If the supervisor or Department Director desires to retain the employee, he or she shall counsel the employee regarding performance, provide the employee with written notification of the reasons his or her performance has been judged substandard, and outline specific ways and means of correcting performance problems by way of a performance improvement plan. The employee may be subject to termination at a future time.
 - 2. The City Manager shall determine the percentage of salary increase, if any, within the limits established by the City Council or imposed by the City's Budget. Notwithstanding any other provisions in this policy, no employee shall receive a salary increase that causes the employee's salary to exceed the maximum salary range in the City's approved pay structures. In the event that market adjustments and performance evaluation increases would result in an annual salary for an employee that exceeds the maximum salary of the given range for such employee's position, the City Manager may award such employee a one-time, lump sum amount that may be up to the total of the difference between the maximum salary of the existing range and salary adjustment which the employee would have received based on the market adjustment and performance evaluation rating. The City will not add the difference to the annual salary as no salaries will exceed the maximum of any range.
- d. Based on present or projected budget limitations, funding availability or fiscal restrictions, the City Manager may, with the approval of the City Council, (1) award a one-time, lump sum payment to eligible employees, in lieu of a salary increase, for

market and/or performance adjustments or (2) impose a freeze on salary adjustments altogether. In the event of the occurrence of the latter, during the freeze, the employees will continue to receive annual evaluations upon which no salary advancement shall occur. Upon conclusion of any such freeze, all of an employee's evaluations during the freeze period will be considered when establishing the subsequent merit pay increase as determined by the City Manager."

Section 7. Ordinance No. O-02-14, adopted March 18, 2002, as amended, is hereby amended by deleting Section 8-2(k) of Article VIII of Chapter 3 thereof.

Section 8. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Missouri City, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED and APPROVED on first reading this ____ day of _____, 2009.

PASSED, APPROVED and ADOPTED on second and final reading this ____ day of _____, 2009.

Allen Owen, Mayor

ATTEST:

APPROVED AS TO FORM:

Patrice Fogarty, City Secretary

Caroline Kelley, City Attorney

CHANGES MARKED

CITY OF MISSOURI CITY PERSONNEL MANUAL

.

CHAPTER 2: EMPLOYMENT AND HIRING

.

Article V – Probation

Section 5-1 Probationary Period

Every person initially hired to the City, recently promoted within the City, recently demoted as part of a disciplinary action, or recently transferred to a new position within the City shall be required to successfully complete a probationary period. The normal probationary period shall be six months but may be increased to a total of nine months with Department Director approval. A probationary period may be extended an additional three months with City Manager approval. If ~~commendable~~ performance that meets expectations is not obtained at the end of the probationary period, the employee may be terminated or demoted.

Section 5-2 Purpose

Department Directors and supervisors shall use the probationary period to closely observe and evaluate the work of employees and to encourage adjustment to their jobs and the City service. Only those employees ~~who meet commendable or higher standards~~ whose performance meets expectations or exceeds expectations during their probationary period should be retained.

Section 5-3 Trainee

In unusual cases where it has not been possible to locate an applicant meeting all of the minimum qualifications, or where the apparent best applicant does not meet all of the minimum qualifications, a candidate, with the approval of the City Manager, may be hired in a trainee category at a rate less than the minimum of the range. The employee must be able to meet all of the minimum qualifications before advancing out of the trainee status. The probationary period for a trainee may be for up to twelve months with periodic reviews. A performance review rating of ~~commendable~~ meets expectations or higher must be obtained at each review to merit continuation of the job. There shall be no additional compensation associated with these interim reviews during this trainee probationary period. Upon the successful completion of the trainee's probation, the employee's rate of pay will be increased to at least the minimum of the applicable pay range for that position.

. . . .

CHAPTER 3: ~~PAY STRUCTURE~~PERFORMANCE MANAGEMENT

. . . .

Article VII - Performance

Section 7-1 Performance Evaluation Report.

~~The work performance of each regular employee, whether employed on a full-time or a part-time basis, shall be evaluated in accordance with procedures developed by the City Manager. An employee shall be evaluated annually during the month in which the employee's anniversary date falls, as defined in Subsection 8-2(c). Special evaluations may be made if authorized by the Department Director and the City Manager.~~

It is the policy of the City of Missouri City to conduct periodic reviews of the individual performance of each of its eligible employees by a manager, supervisor or department head.

. . . .

Article VIII - Compensation

Section 8-1 Basis

- a. Performance Evaluations. The City Manager shall prepare, subject to required City Council approval, and the Human Resources ~~Division~~and Organizational Development Department shall administer a comprehensive compensation plan for City employees. Based upon performance evaluation ratings, employees shall be paid salaries or wages in accordance with the salary schedule in the compensation plan. Performance evaluation ratings include ~~unsatisfactory, fair, commendable, very commendable, and outstanding.~~ In ranking positions on salary schedules, consideration may be given to prevailing rates of pay among public and private employers, as appropriate; the duties, responsibilities and qualifications required of employees in the classes; and other relevant factors.exceeds expectations, meets expectations and below expectations.
- b. Performance definitions and overall value.
 1. ~~1. Unsatisfactory~~Below Expectations - This ~~is~~rating should be

given to the employee who ~~is substantially failing~~generally fails to meet ~~minimum requirements~~projected goals. In the case of a new employee, the supervisor should attempt to determine whether a correctable barrier is preventing ~~commendable~~ performance that meets expectations. ~~Rather quickly after failing to achieve satisfactory improvement, this employee should be dismissed.~~

Where an employee had been performing ~~commendable or better, then drops to unsatisfactory~~at a level that meets expectations or exceeds expectations, then drops to below expectations, more time and effort should be spent in trying to find a solution. ~~The Employee Assistance Program should be utilized when appropriate. Again, if a solution cannot be found and work continues at the unsatisfactory level, the employee should ultimately be dismissed.~~ Supervisors may consider performance improvement strategies including referrals to the employee assistance program when appropriate.

- ~~2. — Fair — This is the marginal employee performing work at less than an acceptable level. A new employee should not be retained where that employee is performing only at the fair level. Where a long time employee drops from higher levels of performance to the fair level, efforts should be made to correct the cause. If the employee's performance is not improved to at least the commendable level, a determination should be made as to whether the City can continue the employee's employment by extending the performance review period by 30 days. If there is no extension of the review period, the employee should be dismissed or placed on probation.~~
- ~~3. — Commendable — This employee meets or exceeds above average requirements in quality and quantity of work. The commendable employee is able to perform some related tasks and normally shows initiative and extra effort in some work elements.~~
- ~~4. — Very Commendable — The very commendable employee substantially exceeds requirements in quality and quantity of work. The very commendable employee is versatile and handles new assignments with relative ease. The very commendable employee regularly seeks new responsibility and ways to improve work being performed.~~
2. — Meets Expectations — This rating should be given to the employee who generally meets projected goals in terms of

behavior, quality and quantity of work.

~~5. Outstanding – This is an exceptional performance by a City employee. It is doubtful that the best of employees would deserve more than one outstanding rating on a recurring basis. The outstanding rating is reserved for the person who, partially due to own initiative, and partially due to job opportunity, is called upon to perform in a rare and exceptional manner on a particularly difficult assignment during most or all of a rating period.~~

3. Exceeds Expectations – This rating should be given to the employee who generally exceeds projected goals and behavioral expectations. Typically, 10 to 15 percent of the employees in any given review cycle are expected to secure this rating.

Section 8-2 Administration of Salary Schedule

The salary schedule shall be administered in accordance with the following rules:

- a. During ~~the any~~ probationary period, ~~the Department Director may confirm the appointment;~~ a department director may extend the probationary period for an additional period to allow the employee further time to prove ability to do the job (see Section 5-1); or may dismiss the employee. ~~No probationary employee shall be confirmed until the employee is performing at a commendable level or better.~~

.

- c. Performance shall be evaluated at least annually as determined by the City Manager and the following actions shall be taken as applicable:
 1. Where the employee's performance has been ~~unsatisfactory~~ below expectations, the employee may be subject to disciplinary action up to and including termination. If the supervisor or Department Director desires to retain the employee, he or she shall counsel the employee regarding performance, provide the employee with written notification of the reasons his or her performance has been judged substandard, and outline specific ways and means of correcting performance problems. ~~If the employee is retained, the employee shall remain or be placed on a~~

~~probationary status, as the case may be, and~~ by way of a performance improvement plan. The employee may be subject to termination at a future time.

2. ~~Where the employee's performance has been fair, the employee may be subject to termination. The Department Director or supervisor shall counsel the employee regarding performance, provide the employee with written notification of the reasons his or her performance has been judged substandard, and outline specific ways and means of correcting performance problems. If the employee is retained, the employee may remain or be placed on a probationary status, as the case may be, and may be subject to termination at a future time.~~3. The percentage salary increase, if any, shall be determined by the City Manager and shall be within the limits established by the City Council or imposed by the City's Budget. Notwithstanding any other provisions in this policy, no increase shall be made past the maximum salary of the range. The City Manager shall determine the percentage of salary increase, if any, shall be determined by the City Manager and shall be within the limits established by the City Council or imposed by the City's Budget. Notwithstanding any other provisions in this policy, no increase shall be made past the maximum salary of the range. employee shall receive a salary increase that causes the employee's salary to exceed the maximum salary range in the City's approved pay structures. In the event that market adjustments and performance evaluation increases would result in an annual salary for an employee that exceeds the maximum salary of the given range for such employee's position, the City Manager may award such employee a one-time, lump sum amount that may be up to the total of the difference between the maximum salary of the existing range and salary adjustment which the employee would have received based on the market adjustment and performance evaluation rating. The City will not add the difference to the annual salary as no salaries will exceed the maximum of any range.

- d. ~~From time to time the City may impose a freeze on merit pay increases. During such freeze, the employee~~ Based on present or projected budget limitations, funding availability or fiscal restrictions, the City Manager may, with the approval of the City Council, (1) award a one-time, lump sum payment to eligible employees, in lieu of a salary increase, for market and/or performance adjustments or (2) impose a freeze on salary adjustments altogether. In the event of the occurrence of the latter, during the freeze, the employees will continue to receive ~~interim annual~~ evaluations ~~at the end of each twelve-month period upon which no salary advancement shall occur. The employee's first evaluation following the lift of a freeze on merit pay increases~~

~~shall cover an evaluation period extending from the date of the last evaluation upon which salary action advancement was taken to the end of the current twelve-month period.~~

~~. . . .k. In order to reward employees who are topped out, a merit reward is provided. This reward is an annual merit payment, which is not part of an employee's salary base. Merit reward time may be accumulated in lieu of the payment through March, 2006. Thereafter, only merit payment may be rewarded. The reward shall be a percentage of the employee's previous twelve-month base salary. This percentage shall be~~Upon conclusion of any such freeze, all of an employee's evaluations during the freeze period will be considered when establishing the subsequent merit pay increase as ~~determined by the City Manager and shall be within the limits established by City Council or imposed by the City's Budget.~~

Document comparison done by Workshare Professional on Wednesday,
February 11, 2009 1:50:44 PM

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Document 1	file://W:/LEGALPC/Ordinance/Changes Marked/Personnel Manual 2009 Employee Evaluations Original.doc
Document 2	file://W:/LEGALPC/Ordinance/Changes Marked/Personnel Manual 2009 Employee Evaluations Revised 1.doc
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
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Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Insertions	28
Deletions	42
Moved from	0
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Style change	0
Format changed	0
Total changes	70



**Council Agenda Item
February 16, 2009**

10. CONSIDERATION OF ORDINANCES

- (d) Consider an ordinance of the City of Missouri City, Texas, **changing the boundaries of Reinvestment Zone Number Two, City of Missouri City**; by the exclusion of **12.090 acres** of land in **Lakeshore Harbour**; containing findings and provisions related to the foregoing subject; providing for severability; and to **consider the ordinance on the second and final reading.**

Background information attached as follows:

Cover Memo

Ordinance

Changes Marked

Petition for Consent MUD 47

Petition for Annexation Vicksburg Estates

Certificate of Authority

"No Registered Voters" Letter



Council Agenda Item Cover Memo February 16, 2009

To: Mayor and City Council
Agenda Item: **10d** Consider an ordinance of the City of Missouri City, Texas, **changing the boundaries of Reinvestment Zone Number Two, City of Missouri City**; by the exclusion of **12.090 acres** of land in Lakeshore Harbour; containing findings and provisions related to the foregoing subject; providing for severability; and to **consider the ordinance on the second and final reading.**
Submitted by: Gary W. Smith, First Assistant City Attorney

SYNOPSIS

Vicksburg Estates, Ltd., the developer of Lakeshore Harbour, has requested that 12.090 acres of land be excluded from Reinvestment Zone Two to allow its incorporation into Fort Bend County Municipal Utility District No. 47. This is the second and final reading.

BACKGROUND

The Board has received a petition from Vicksburg Estates, Ltd., the owner of the property requesting that the 12.090 acres of land be excluded from the Zone to allow its annexation of into the MUD 47. The proposed exclusion and annexation would provide for the efficient provision of utility construction and service to a portion of Lake Shore Harbour that was previously divided between the Zone and MUD 47. As reflected in the attached information, the present boundary divides the proposed development and potentially runs through single lots. The change will allow the utility service to come from a single source, MUD 47, and provides for a simpler reimbursement of infrastructure costs.

Section 311.007, Texas Tax Code, authorizes City Council to reduce the boundaries of an existing Zone by adoption of an ordinance.

After approval on the first reading, the property owner and MUD 47 informed staff that the area to be excluded was reduced to 12.090 acres.

FISCAL ANALYSIS

Based on the calculations in the current Financing and Project Plan, the exclusion will reduce the increment by approximately \$8,250 per year from 2010 through the end of the Zone, 2029, or \$165,000. Similarly, the removal of the property will reduce the required reimbursement by \$468,645.

STAFF'S RECOMMENDATION

Adopt the proposed ordinance changing the boundaries of Reinvestment Zone Number 2 by the exclusion of 12.090 acres.


Frank Simpson
City Manager

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT

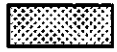
PROPOSED ANNEXATION OF
12.090 ACRES OF LAND
HARRIS COUNTY KEY MAP:
610P, 610T

F.B.C.M.U.D.
#47
ANNEXATION

LEGEND:

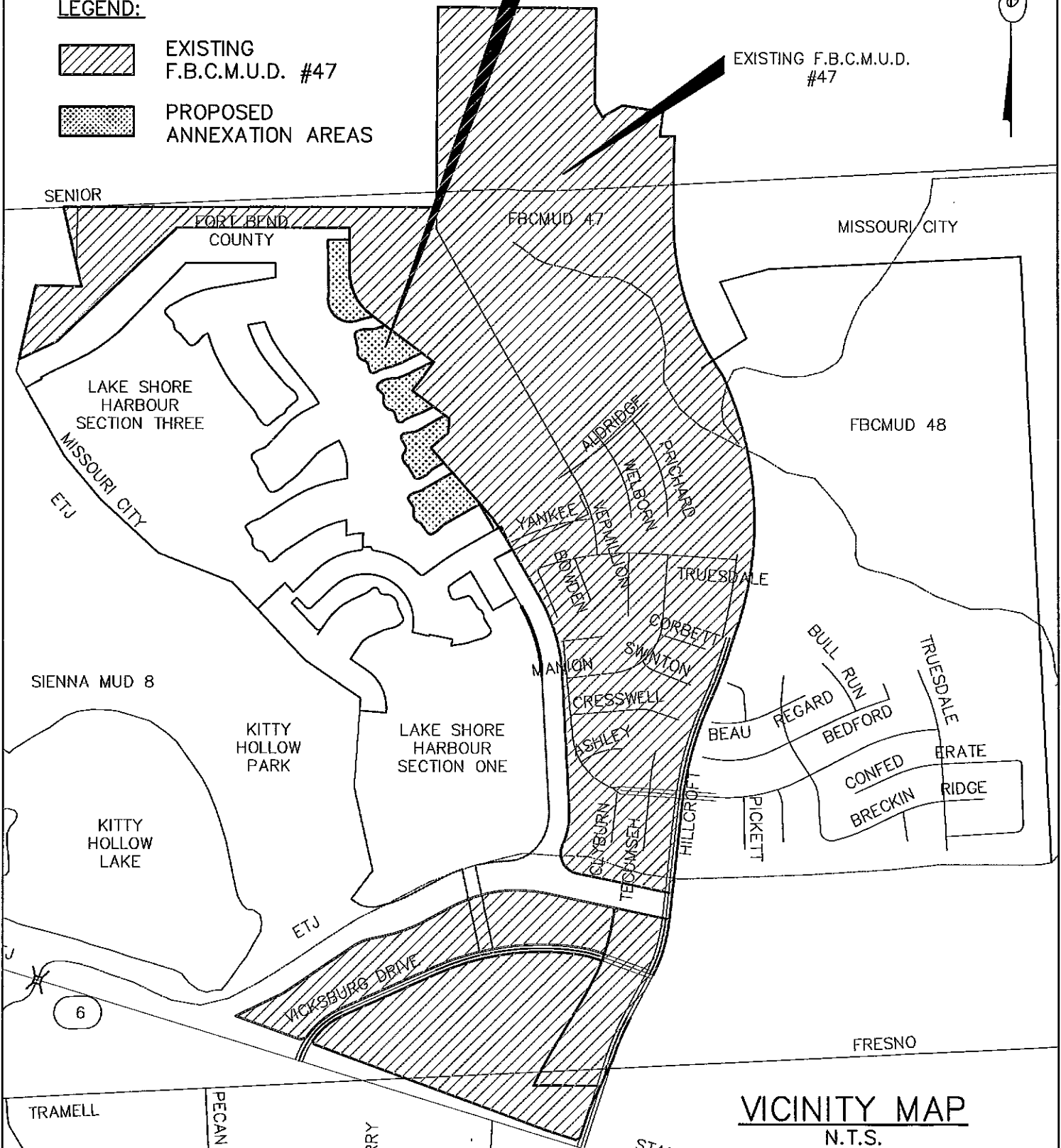


EXISTING
F.B.C.M.U.D. #47



PROPOSED
ANNEXATION AREAS

EXISTING F.B.C.M.U.D.
#47



VICINITY MAP
N.T.S.

ORDINANCE NO. O-09-

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, CHANGING THE BOUNDARIES OF REINVESTMENT ZONE NUMBER TWO, CITY OF MISSOURI CITY BY THE EXCLUSION OF 12.090 ACRES OF LAND IN LAKESHORE HARBOUR; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the City Council of the City of Missouri City ("City") pursuant to the provisions of Chapter 311, Texas Tax Code, created Tax Increment Reinvestment Zone Number Two, City of Missouri City, Texas, (the "Zone"); and

WHEREAS, the City may change the boundaries of an existing tax increment reinvestment zone pursuant to Section 311.007, Texas Tax Code; and

WHEREAS, the City Council finds that the area proposed to be removed from the Zone can be more readily served with utilities by Fort Bend Municipal Utility District No. 47 ("MUD"); and

WHEREAS, the proposed development of the tract to be removed from the boundaries of the Zone are the subject of a petition to annex the tract into the MUD; and

WHEREAS, the City Council finds that the area proposed for removal from the Zone will be more efficiently developed by removal from the Zone and inclusion in the MUD; and

WHEREAS, the total appraised value of taxable real property in the remaining Zone and in any other existing tax increment reinvestment zones does not exceed 15 percent of the total appraised value of taxable real property in the City and any industrial districts created by the City; and

WHEREAS, the proposed reduced Zone does not contain more than 15 percent of the total appraised value of real property taxable by a county or a school district within whose boundaries the Zone, as reduced, is located; and

WHEREAS, the proposed improvements in the reduced Zone will significantly enhance the value of all taxable real property in the reduced Zone and will be of general benefit to the City; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS THAT:

Section 1. The findings and recitals contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

Section 2. The City, acting under and in accordance with the provisions of Chapter 311, Texas Tax Code, including Sections 311.005, 311.006 and 311.007(a), hereby changes the boundaries of Tax Increment Reinvestment Zone Number Two, City of Missouri City, Texas, by removing the area described in Exhibit A.

Section 3. The Zone shall be changed as of the effective date of this Ordinance.

Section 4. The tax increment base for the reduced Zone shall include the tax increment base established by the Ordinance creating the Zone and, beginning January 1, 2009, shall exclude the tax increment base attributable to the land removed from the Zone by this Ordinance, which shall be effective February 16, 2009.

Section 5. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason be held to be unconstitutional, void or invalid, the validity of the remaining provisions of this Ordinance shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

PASSED and APPROVED on first reading this 2nd day of February, 2009.

PASSED, APPROVED, and ADOPTED on second and final reading this

_____ day of _____, 2009.

Allen Owen, Mayor

ATTEST:

APPROVED AS TO FORM:

Patrice Fogarty, City Secretary

Caroline Kelley, City Attorney

County: Fort Bend
Project: Lake Shore Harbour -F.B.C.M.U.D. #47
M.S.G. No.: 081452-R
Job Number: 182-TIRZ

FIELD NOTES FOR 12.090 ACRES OF LAND

Being a 5 tracts of land totaling 12.090 acres, located in the Elijah Roark League, A-77; said 12.090 acre tract being out of the remainder of a called 262.269 acre tract of land recorded in the name of Vicksburg Estates, Ltd. in Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 1999082607; said 12.090 acre tract being more particularly described by metes and bounds as follows; (bearings are referenced to the plat of Lake Shore Harbour, Sec. 2, recorded under Slide Numbers 2425B and 2426A, of the Fort Bend County Plat Records (F.B.C.P.R.)):

Tract 1
3.055 Acres

Commencing at a 5/8-inch iron rod found for the southeast corner of Lot 11, Block 5, of said Lake Shore Harbour, Sec. 2, said rod being on the westerly line of Fort Bend County Municipal Utility District (F.B.C.M.U.D.) Number 47 and the northerly northeast corner of a 150 foot wide Drainage Easement recorded in Volume 1207, Page 182 of the Fort Bend County Deed Records (F.B.C.D.R.);

Thence, through and across said Lot 11, Block 5 and Aldridge Drive (60 feet wide right-of-way (R.O.W.), per said plat of Lake Shore Harbour, Sec. 2), being the westerly line of said F.B.C.M.U.D. No. 47, the following two (2) courses:

1. North 29 degrees 59 minutes 21 seconds West, a distance of 100.00 feet to the beginning of a curve to the left;
2. 84.92 feet with the arc of said curve to the left, having a central angle of 03 degrees 48 minutes 58 seconds, a radius of 1275.00 feet and a chord that bears North 31 degrees 53 minutes 50 seconds West, a distance of 84.91 feet to a point on the northwesterly R.O.W. line of said Aldridge Drive, for the most easterly corner and **Point of Beginning** of the herein described tract;

Thence, with the northwesterly R.O.W. line of said Aldridge Drive, the following two (2) courses:

1. 9.82 feet with the arc of a non-tangent curve to the left, having a central angle of 01 degrees 42 minutes 20 seconds, a radius of 330.00 feet and a chord that bears South 60 degrees 51 minutes 49 seconds West, a distance of 9.82 feet to a point of tangency;
2. South 60 degrees 00 minutes 39 seconds West, a distance of 27.40 feet to a point for corner;

Thence, through and across aforesaid 262.269 acre tract, the following sixteen (16) courses:

1. North 29 degrees 59 minutes 21 seconds West, a distance of 220.16 feet to a point for corner;
2. South 60 degrees 00 minutes 37 seconds West, a distance of 291.19 feet to the beginning of a curve to the left;
3. 11.02 feet with the arc of said curve to the left, having a central angle of 00 degrees 20 minutes 50 seconds, a radius of 1817.87 feet and a chord that bears South 59 degrees 50 minutes 12 seconds West, a distance of 11.02 feet to a point of compound curvature;
4. 36.28 feet with the arc of said curve to the left, having a central angle of 20 degrees 47 minutes 10 seconds, a radius of 100.00 feet and a chord that bears South 49 degrees 16 minutes 12 seconds West, a distance of 36.08 feet to a point of reverse curvature;
5. 73.15 feet with the arc of said curve to the right, having a central angle of 25 degrees 24 minutes 00 seconds, a radius of 165.00 feet and a chord that bears South 51 degrees 34 minutes 37 seconds West, a distance of 72.55 feet to a point of compound curvature;
6. 42.67 feet with the arc of said curve to the right, having a central angle of 81 degrees 29 minutes 13 seconds, a radius of 30.00 feet and a chord that bears North 74 degrees 59 minutes 03 seconds West, a distance of 39.16 feet to a point of tangency;
7. North 34 degrees 14 minutes 27 seconds West, a distance of 73.51 feet to the beginning of a curve to the left;
8. 19.31 feet with the arc of said curve to the left, having a central angle of 36 degrees 52 minutes 19 seconds, a radius of 30.00 feet and a chord that bears North 52 degrees 40 minutes 36 seconds West, a distance of 18.97 feet to a point of reverse curvature;
9. 110.25 feet with the arc of said curve to the right, having a central angle of 90 degrees 14 minutes 35 seconds, a radius of 70.00 feet and a chord that bears North 25 degrees 59 minutes 28 seconds West, a distance of 99.20 feet to a point of reverse curvature;
10. 27.65 feet with the arc of said curve to the left, having a central angle of 52 degrees 48 minutes 08 seconds, a radius of 30.00 feet and a chord that bears North 07 degrees 16 minutes 14 seconds West, a distance of 26.68 feet to a point of tangency;
11. North 33 degrees 40 minutes 18 seconds West, a distance of 55.34 feet to the beginning of a curve to the right;
12. 47.02 feet with the arc of said curve to the right, having a central angle of 89 degrees 48 minutes 22 seconds, a radius of 30.00 feet and a chord that bears North 11 degrees 13 minutes 53 seconds East, a distance of 42.35 feet to a point of compound curvature;

13. 61.63 feet with the arc of said curve to the right, having a central angle of 21 degrees 24 minutes 03 seconds, a radius of 165.00 feet and a chord that bears North 66 degrees 50 minutes 05 seconds East, a distance of 61.27 feet to a point of reverse curvature;
14. 31.77 feet with the arc of said curve to the left, having a central angle of 18 degrees 12 minutes 03 seconds, a radius of 100.00 feet and a chord that bears North 68 degrees 26 minutes 06 seconds East, a distance of 31.63 feet to a point of reverse curvature;
15. 24.98 feet with the arc of said curve to the right, having a central angle of 00 degrees 40 minutes 33 seconds, a radius of 2117.87 feet and a chord that bears North 59 degrees 40 minutes 21 seconds East, a distance of 24.98 feet to a point of tangency;
16. North 60 degrees 00 minutes 37 seconds East, a distance of 234.22 feet to a point on the westerly line of aforesaid F.B.C.M.U.D. No. 47, for the north corner of the herein described tract;

Thence, with the westerly line of said F.B.C.M.U.D. No. 47, the following two (2) courses:

1. South 41 degrees 29 minutes 30 seconds East, a distance of 358.11 feet to the beginning of a curve to the right;
2. 171.04 feet along the arc of said curve to the right, having a central angle of 07 degrees 41 minutes 11 seconds, a radius of 1275.00 feet and a chord that bears South 37 degrees 38 minutes 55 seconds East, a distance of 170.92 feet to the **Point of Beginning**, and containing 3.055 acres of land.

Tract 2
2.135 Acres

Commencing at a 5/8-inch iron rod found for the southeast corner of Lot 11, Block 5, of said Lake Shore Harbour, Sec. 2, said rod being on the westerly line of Fort Bend County Municipal Utility District (F.B.C.M.U.D.) Number 47 and the northerly northeast corner of a 150 foot wide Drainage Easement recorded in Volume 1207, Page 182 of the Fort Bend County Deed Records (F.B.C.D.R.);

Thence, through and across said Lot 11, Block 5, Aldridge Drive (60 feet wide right-of-way (R.O.W.)), per said plat of Lake Shore Harbour, Sec. 2), and said 262.269 acre tract, being the westerly line of said F.B.C.M.U.D. No. 47, the following three (3) courses:

1. North 29 degrees 59 minutes 21 seconds West, a distance of 100.00 feet to the beginning of a curve to the left;
2. 255.96 feet with the arc of said curve to the left, having a central angle of 11 degrees 30 minutes 09 seconds, a radius of 1275.00 feet and a chord that bears North 35 degrees 44 minutes 26 seconds West, a distance of 255.53 feet to the point of tangency;

3. North 41 degrees 29 minutes 30 seconds West, a distance of 455.20 feet to the most southerly southeast corner and **Point of Beginning** of the herein described tract;

Thence, leaving the westerly line of said F.B.C.M.U.D. No. 47, and continuing through and across aforesaid 262.269 acre tract, the following fourteen (14) courses:

1. South 60 degrees 00 minutes 37 seconds West, a distance of 93.31 feet to the beginning of a curve to the left;
2. 33.81 feet with the arc of said curve to the left, having a central angle of 19 degrees 22 minutes 12 seconds, a radius of 100.00 feet and a chord that bears South 50 degrees 19 minutes 31 seconds West, a distance of 33.65 feet to a point of reverse curvature;
3. 92.76 feet with the arc of said curve to the right, having a central angle of 32 degrees 12 minutes 35 seconds, a radius of 165.00 feet and a chord that bears South 56 degrees 44 minutes 43 seconds West, a distance of 91.54 feet to a point of compound curvature;
4. 40.40 feet with the arc of said curve to the right, having a central angle of 77 degrees 09 minutes 37 seconds, a radius of 30.00 feet and a chord that bears North 68 degrees 34 minutes 11 seconds West, a distance of 37.42 feet to a point of tangency;
5. North 29 degrees 59 minutes 23 seconds West, a distance of 88.04 feet to the beginning of a curve to the left;
6. 13.53 feet with the arc of said curve to the left, having a central angle of 25 degrees 50 minutes 31 seconds, a radius of 30.00 feet and a chord that bears North 42 degrees 54 minutes 38 seconds West, a distance of 13.42 feet to a point of reverse curvature;
7. 118.19 feet with the arc of said curve to the right, having a central angle of 96 degrees 44 minutes 23 seconds, a radius of 70.00 feet and a chord that bears North 07 degrees 27 minutes 42 seconds West, a distance of 104.64 feet to a point of reverse curvature;
8. 37.12 feet with the arc of said curve to the left, having a central angle of 70 degrees 53 minutes 52 seconds, a radius of 30.00 feet and a chord that bears North 05 degrees 27 minutes 34 seconds East, a distance of 34.80 feet to a point of tangency;
9. North 29 degrees 59 minutes 23 seconds West, a distance of 58.09 feet to the beginning of a curve to the right;
10. 52.43 feet with the arc of said curve to the right, having a central angle of 100 degrees 08 minutes 06 seconds, a radius of 30.00 feet and a chord that bears North 20 degrees 04 minutes 40 seconds East, a distance of 46.01 feet to a point of compound curvature;
11. 59.93 feet with the arc of said curve to the right, having a central angle of 18 degrees 33 minutes 34 seconds, a radius of 185.00 feet and a chord that bears North 79 degrees 25 minutes 30 seconds East, a distance of 59.66 feet to a point of reverse curvature;

12. 50.08 feet with the arc of said curve to the left, having a central angle of 28 degrees 41 minutes 40 seconds, a radius of 100.00 feet and a chord that bears North 74 degrees 21 minutes 27 seconds East, a distance of 49.56 feet to a point of tangency;
13. North 60 degrees 00 minutes 37 seconds East, a distance of 149.60 feet to the beginning of a curve to the right;
14. 76.66 feet with the arc of said curve to the right, having a central angle of 03 degrees 36 minutes 50 seconds, a radius of 1215.45 feet and a chord that bears North 61 degrees 49 minutes 02 seconds East, a distance of 76.65 feet to a point on the westerly line of aforesaid F.B.C.M.U.D. No. 47, for the most northerly corner of the herein described tract;

Thence, with the westerly line of said F.B.C.M.U.D. No. 47, the following four (4) courses:

1. South 53 degrees 16 minutes 31 seconds East, a distance of 38.28 feet to a point for the most easterly corner of the herein described tract;
2. South 03 degrees 30 minutes 57 seconds West, a distance of 103.36 feet to an angle point;
3. South 48 degrees 30 minutes 29 seconds West, a distance of 172.26 feet to an angle point;
4. South 41 degrees 29 minutes 30 seconds East, a distance of 144.79 feet to the **Point of Beginning**, and containing 2.135 acres of land.

Tract 3
2.049 Acres

Commencing at a 5/8-inch iron rod found for the southeast corner of Lot 11, Block 5, of said Lake Shore Harbour, Sec. 2, said rod being on the westerly line of Fort Bend County Municipal Utility District (F.B.C.M.U.D.) Number 47 and the northerly northeast corner of a 150 foot wide Drainage Easement recorded in Volume 1207, Page 182 of the Fort Bend County Deed Records (F.B.C.D.R.);

Thence, through and across said Lot 11, Block 5, Aldridge Drive (60 feet wide right-of-way (R.O.W.), per said plat of Lake Shore Harbour, Sec. 2), and said 262.269 acre tract, being the westerly line of said F.B.C.M.U.D. No. 47, the following six (6) courses:

1. North 29 degrees 59 minutes 21 seconds West, a distance of 100.00 feet to the beginning of a non-tangent curve to the left;
2. 255.96 feet with the arc of said curve to the left, having a central angle of 11 degrees 30 minutes 09 seconds, a radius of 1275.00 feet and a chord that bears North 35 degrees 44 minutes 26 seconds West, a distance of 255.53 feet to the point of tangency;

3. North 41 degrees 29 minutes 30 seconds West, a distance of 600.00 feet to an angle point;
4. North 48 degrees 30 minutes 29 seconds East, a distance of 172.26 feet to an angle point;
5. North 03 degrees 30 minutes 57 seconds East, a distance of 103.36 feet to an angle point;
6. North 53 degrees 16 minutes 31 seconds West, a distance of 144.03 feet the southeast corner and **Point of Beginning** of the herein described tract;

Thence, leaving the westerly line of said F.B.C.M.U.D. No. 47, and continuing through and across aforesaid 262.269 acre tract, the following thirteen (13) courses:

1. 191.99 feet with the arc of a non-tangent curve to the right, having a central angle of 10 degrees 31 minutes 31 seconds, a radius of 1045.15 feet and a chord that bears South 66 degrees 11 minutes 27 seconds West, a distance of 191.72 feet to a point of reverse curvature;
2. 54.63 feet with the arc of said curve to the left, having a central angle of 27 degrees 13 minutes 06 seconds, a radius of 115.00 feet and a chord that bears South 57 degrees 50 minutes 39 seconds West, a distance of 54.12 feet to a point of reverse curvature;
3. 62.88 feet with the arc of said curve to the right, having a central angle of 120 degrees 05 minutes 27 seconds, a radius of 30.00 feet and a chord that bears North 75 degrees 43 minutes 11 seconds West, a distance of 51.99 feet to a point of tangency;
4. North 15 degrees 40 minutes 28 seconds West, a distance of 47.10 feet to the beginning of a curve to the left;
5. 34.78 feet with the arc of said curve to the left, having a central angle of 66 degrees 25 minutes 19 seconds, a radius of 30.00 feet and a chord that bears North 48 degrees 53 minutes 07 seconds West, a distance of 32.86 feet to a point of reverse curvature;
6. 122.14 feet with the arc of said curve to the right, having a central angle of 99 degrees 58 minutes 33 seconds, a radius of 70.00 feet and a chord that bears North 32 degrees 06 minutes 30 seconds West, a distance of 107.23 feet to a point of reverse curvature;
7. 34.78 feet with the arc of said curve to the left, having a central angle of 66 degrees 25 minutes 19 seconds, a radius of 30.00 feet and a chord that bears North 15 degrees 19 minutes 52 seconds West, a distance of 32.86 feet to a point of tangency;
8. North 48 degrees 32 minutes 32 seconds West, a distance of 41.86 feet to the beginning of a curve to the right;
9. 51.58 feet with the arc of said curve to the right, having a central angle of 98 degrees 31 minutes 11 seconds, a radius of 30.00 feet and a chord that bears North 00 degrees 43 minutes 04 seconds East, a distance of 45.46 feet to a point of compound curvature;

10. 121.68 feet with the arc of said curve to the right, having a central angle of 42 degrees 15 minutes 05 seconds, a radius of 165.00 feet and a chord that bears North 71 degrees 06 minutes 12 seconds East, a distance of 118.94 feet to a point of reverse curvature;
11. 43.35 feet with the arc of said curve to the left, having a central angle of 22 degrees 35 minutes 32 seconds, a radius of 115.00 feet and a chord that bears North 80 degrees 55 minutes 58 seconds East, a distance of 45.05 feet to a point of compound curvature;
12. 108.89 feet with the arc of said curve to the left, having a central angle of 08 degrees 22 minutes 21 seconds, a radius of 745.16 feet and a chord that bears North 65 degrees 27 minutes 02 seconds East, a distance of 108.79 feet to a point of reverse curvature;
13. 164.61 feet with the arc of said curve to the right, having a central angle of 05 degrees 51 minutes 21 seconds, a radius of 1610.60 feet and a chord that bears North 64 degrees 11 minutes 31 seconds East, a distance of 164.53 feet to a point on the westerly line of aforesaid F.B.C.M.U.D. No. 47, for the most northerly corner of the herein described tract;

Thence, with the westerly line of said F.B.C.M.U.D. No. 47, the following three (3) courses:

1. South 53 degrees 16 minutes 33 seconds East, a distance of 3.57 feet to a point for the northeast corner of the herein described tract;
2. South 36 degrees 43 minutes 27 seconds West, a distance of 265.00 feet to an angle point;
3. South 53 degrees 16 minutes 31 seconds East, a distance of 195.97 feet to the **Point of Beginning**, and containing 2.049 acres of land.

Tract 4
2.328 Acres

Commencing at a 5/8-inch iron rod found for the southeast corner of Lot 11, Block 5, of said Lake Shore Harbour, Sec. 2, said rod being on the westerly line of Fort Bend County Municipal Utility District (F.B.C.M.U.D.) Number 47 and the northerly northeast corner of a 150 foot wide Drainage Easement recorded in Volume 1207, Page 182 of the Fort Bend County Deed Records (F.B.C.D.R.);

Thence, through and across said Lot 11, Block 5, Aldridge Drive (60 feet wide right-of-way (R.O.W.)), per said plat of Lake Shore Harbour, Sec. 2), and said 262.269 acre tract, being the westerly line of said F.B.C.M.U.D. No. 47, the following eight (8) courses:

1. North 29 degrees 59 minutes 21 seconds West, a distance of 100.00 feet to the beginning of a non-tangent curve to the left;

2. 255.96 feet with the arc of said curve to the left, having a central angle of 11 degrees 30 minutes 09 seconds, a radius of 1275.00 feet and a chord that bears North 35 degrees 44 minutes 26 seconds West, a distance of 255.53 feet to the point of tangency;
3. North 41 degrees 29 minutes 30 seconds West, a distance of 600.00 feet to an angle point;
4. North 48 degrees 30 minutes 29 seconds East, a distance of 172.26 feet to an angle point;
5. North 03 degrees 30 minutes 57 seconds East, a distance of 103.36 feet to an angle point;
6. North 53 degrees 16 minutes 31 seconds West, a distance of 340.00 feet to an angle point;
7. North 36 degrees 43 minutes 27 seconds East, a distance of 265.00 feet to an angle point;
8. North 53 degrees 16 minutes 33 seconds West, a distance of 112.85 feet to the east corner and **Point of Beginning** of the herein described tract;

Thence, leaving the westerly line of said F.B.C.M.U.D. No. 47, and continuing through and across aforesaid 262.269 acre tract, the following sixteen (16) courses:

1. 119.03 feet with the arc of a non-tangent curve to the left, having a central angle of 03 degrees 59 minutes 54 seconds, a radius of 1705.75 feet and a chord that bears South 63 degrees 15 minutes 48 seconds West, a distance of 119.01 feet to a point of reverse curvature;
2. 175.50 feet with the arc of said curve to the right, having a central angle of 15 degrees 28 minutes 13 seconds, a radius of 650.00 feet and a chord that bears South 68 degrees 59 minutes 57 seconds West, a distance of 174.97 feet to a point of tangency;
3. South 76 degrees 44 minutes 04 seconds West, a distance of 11.93 feet to the beginning of a curve to the left;
4. 33.81 feet with the arc of said curve to the left, having a central angle of 19 degrees 22 minutes 12 seconds, a radius of 100.00 feet and a chord that bears South 67 degrees 02 minutes 58 seconds West, a distance of 33.65 feet to a point of reverse curvature;
5. 35.28 feet with the arc of said curve to the right, having a central angle of 12 degrees 14 minutes 59 seconds, a radius of 165.00 feet and a chord that bears South 63 degrees 29 minutes 21 seconds West, a distance of 35.21 feet to a point of compound curvature;
6. 50.52 feet with the arc of said curve to the right, having a central angle of 96 degrees 29 minutes 41 seconds, a radius of 30.00 feet and a chord that bears North 62 degrees 08 minutes 19 seconds West, a distance of 44.76 feet to a point of tangency;
7. North 13 degrees 53 minutes 28 seconds West, a distance of 44.70 feet to the beginning of a curve to the left;

8. 33.21 feet with the arc of said curve to the left, having a central angle of 63 degrees 25 minutes 46 seconds, a radius of 30.00 feet and a chord that bears North 45 degrees 36 minutes 21 seconds West, a distance of 31.54 feet to a point of reverse curvature;
9. 109.83 feet with the arc of said curve to the right, having a central angle of 89 degrees 53 minutes 49 seconds, a radius of 70.00 feet and a chord that bears North 32 degrees 22 minutes 20 seconds West, a distance of 98.91 feet to a point of reverse curvature;
10. 13.53 feet with the arc of said curve to the left, having a central angle of 25 degrees 50 minutes 31 seconds, a radius of 30.00 feet and a chord that bears North 00 degrees 20 minutes 41 seconds West, a distance of 13.42 feet to a point of tangency;
11. North 13 degrees 15 minutes 56 seconds West, a distance of 88.04 feet to the beginning of a curve to the right;
12. 40.40 feet with the arc of said curve to the right, having a central angle of 77 degrees 09 minutes 37 seconds, a radius of 30.00 feet and a chord that bears North 25 degrees 18 minutes 53 seconds East, a distance of 37.42 feet to a point of compound curvature;
13. 92.76 feet with the arc of said curve to the right, having a central angle of 32 degrees 12 minutes 35 seconds, a radius of 165.00 feet and a chord that bears North 79 degrees 59 minutes 59 seconds East, a distance of 91.54 feet to a point of reverse curvature;
14. 33.81 feet with the arc of said curve to the left, having a central angle of 19 degrees 22 minutes 12 seconds, a radius of 100.00 feet and a chord that bears North 86 degrees 25 minutes 10 seconds East, a distance of 33.65 feet to a point of tangency;
15. North 76 degrees 44 minutes 04 seconds East, a distance of 11.93 feet to the beginning of a curve to the left;
16. 74.29 feet with the arc of said curve to the left, having a central angle of 12 degrees 09 minutes 44 seconds, a radius of 350.00 feet and a chord that bears North 70 degrees 39 minutes 12 seconds East, a distance of 74.16 feet to a point on the westerly line of aforesaid F.B.C.M.U.D. No. 47, for the most northerly corner of the herein described tract;

Thence, with the westerly line of said F.B.C.M.U.D. No. 47, South 53 degrees 16 minutes 33 seconds East, a distance of 334.99 feet to the **Point of Beginning**, and containing 2.326 acres of land.

Tract 5
2.523 Acres

Commencing at a 5/8-inch iron rod found for the southeast corner of Lot 11, Block 5, of said Lake Shore Harbour, Sec. 2, said rod being on the westerly line of Fort Bend County Municipal Utility District (F.B.C.M.U.D.) Number 47 and the northerly northeast corner of a 150 foot wide Drainage Easement recorded in Volume 1207, Page 182 of the Fort Bend County Deed Records (F.B.C.D.R.);

Thence, through and across said Lot 11, Block 5, Aldridge Drive (60 feet wide right-of-way (R.O.W.), per said plat of Lake Shore Harbour, Sec. 2), and said 262.269 acre tract, being the westerly line of said F.B.C.M.U.D. No. 47, the following eight (8) courses:

1. North 29 degrees 59 minutes 21 seconds West, a distance of 100.00 feet to the beginning of a non-tangent curve to the left;
2. 255.96 feet with the arc of said curve to the left, having a central angle of 11 degrees 30 minutes 09 seconds, a radius of 1275.00 feet and a chord that bears North 35 degrees 44 minutes 26 seconds West, a distance of 255.53 feet to the point of tangency;
3. North 41 degrees 29 minutes 30 seconds West, a distance of 600.00 feet to an angle point;
4. North 48 degrees 30 minutes 29 seconds East, a distance of 172.26 feet to an angle point;
5. North 03 degrees 30 minutes 57 seconds East, a distance of 103.36 feet to an angle point;
6. North 53 degrees 16 minutes 31 seconds West, a distance of 340.00 feet to an angle point;
7. North 36 degrees 43 minutes 27 seconds East, a distance of 265.00 feet to an angle point;
8. North 53 degrees 16 minutes 33 seconds West, a distance of 569.64 feet to the southeast corner and **Point of Beginning** of the herein described tract;

Thence, leaving the westerly line of said F.B.C.M.U.D. No. 47, and continuing through and across aforesaid 262.269 acre tract, the following six (6) courses:

1. South 77 degrees 08 minutes 20 seconds West, a distance of 78.17 feet to the beginning of a curve to the left;
2. 18.92 feet with the arc of said curve to the left, having a central angle of 12 degrees 02 minutes 45 seconds, a radius of 90.00 feet and a chord that bears South 71 degrees 06 minutes 58 seconds West, a distance of 18.89 feet to a point of reverse curvature;
3. 364.76 feet with the arc of said curve to the right, having a central angle of 126 degrees 39 minutes 48 seconds, a radius of 165.00 feet and a chord that bears North 51 degrees 34 minutes 31 seconds West, a distance of 294.89 feet to a point of reverse curvature;
4. 20.31 feet with the arc of said curve to the left, having a central angle of 11 degrees 38 minutes 23 seconds, a radius of 100.00 feet and a chord that bears North 05 degrees 56 minutes 12 seconds East, a distance of 20.28 feet to a point of tangency;
5. North 00 degrees 07 minutes 00 seconds East, a distance of 386.78 feet to the northwest corner of the herein described tract;

6. South 89 degrees 52 minutes 59 seconds East, a distance of 156.48 feet to a point on the westerly line of aforesaid F.B.C.M.U.D. No. 47, for the northeast corner of the herein described tract;

Thence, with the westerly line of said F.B.C.M.U.D. No. 47, the following three (3) courses:

1. South 00 degrees 01 minutes 33 seconds East, a distance of 242.38 feet to the beginning of a curve to the left;
2. 371.76 feet with the arc of said curve to the left, having a central angle of 53 degrees 15 minutes 00 seconds, a radius of 400.00 feet and a chord that bears South 26 degrees 39 minutes 03 seconds East, a distance of 358.52 feet to a point of tangency;
3. South 53 degrees 16 minutes 33 seconds East, a distance of 6.00 feet to the **Point of Beginning**, and containing 2.523 acres of land.

Area Summary

Tract 1 = 3.055 Acres

Tract 2 = 2.135 Acres

Tract 3 = 2.049 Acres

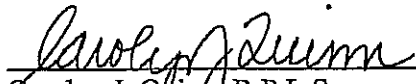
Tract 4 = 2.328 Acres

Tract 5 = 2.523 Acres

Total = 12.090 Acres

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

An exhibit of the subject tract, dated November 26, 2008, has been prepared by the surveyor and accompanies this description.


Carolyn J. Quinn, R.P.L.S.
Texas Registration No. 6033



MILLER SURVEY GROUP
Ph: (713) 413-1900
November 26, 2008
Last Revised: January 22, 2009
081452-R

Changes Marked

ORDINANCE NO. O-09-

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, CHANGING THE BOUNDARIES OF REINVESTMENT ZONE NUMBER TWO, CITY OF MISSOURI CITY BY THE EXCLUSION OF ~~12.098~~12.090 ACRES OF LAND IN LAKESHORE HARBOUR; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the City Council of the City of Missouri City ("City") pursuant to the provisions of Chapter 311, Texas Tax Code, created Tax Increment Reinvestment Zone Number Two, City of Missouri City, Texas, (the "Zone"); and

WHEREAS, the City may change the boundaries of an existing tax increment reinvestment zone pursuant to Section 311.007, Texas Tax Code; and

WHEREAS, the City Council finds that the area proposed to be removed from the Zone can be more readily served with utilities by Fort Bend Municipal Utility District No. 47 ("MUD"); and

WHEREAS, the proposed development of the tract to be removed from the boundaries of the Zone are the subject of a petition to annex the tract into the MUD; and

WHEREAS, the City Council finds that the area proposed for removal from the Zone will be more efficiently developed by removal from the Zone and inclusion in the MUD; and

WHEREAS, the total appraised value of taxable real property in the remaining Zone and in any other existing tax increment reinvestment zones does not exceed 15 percent of the total appraised value of taxable real property in the City and any industrial districts created by the City; and

WHEREAS, the proposed reduced Zone does not contain more than 15 percent of the total appraised value of real property taxable by a county or a school district within whose boundaries the Zone, as reduced, is located; and

WHEREAS, the proposed improvements in the reduced Zone will significantly enhance the value of all taxable real property in the reduced Zone and will be of general benefit to the City; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS THAT:

Section 1. The findings and recitals contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

Section 2. The City, acting under and in accordance with the provisions of Chapter 311, Texas Tax Code, including Sections 311.005, 311.006 and 311.007(a), hereby changes the boundaries of Tax Increment Reinvestment Zone Number Two, City of Missouri City, Texas, by removing the area described in Exhibit A.

Section 3. The Zone shall be changed as of the effective date of this Ordinance.

Section 4. The tax increment base for the reduced Zone shall include the tax increment base established by the Ordinance creating the Zone and, beginning January 1, 2009, shall exclude the tax increment base attributable to the land removed from the Zone by this Ordinance, which shall be effective February 16, 2009.

Section 5. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason be held to be unconstitutional, void or invalid, the validity of the remaining provisions of this Ordinance shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionally, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

PASSED and APPROVED on first reading this _____ day of _____, 2009.

PASSED, APPROVED, and ADOPTED on second and final reading this _____ day of _____, 2009.

Allen Owen, Mayor

ATTEST:

APPROVED AS TO FORM:

Patrice Fogarty, City Secretary

Caroline Kelley, City Attorney

Document comparison done by Workshare Professional on Tuesday, February 03, 2009
11:20:07 AM

Input:	
Document 1	file://W:/LEGALPC/Ordinance/TIRZ 2 MUD 47 reduction.doc
Document 2	file://W:/LEGALPC/Ordinance/TIRZ 2 MUD 47 reduction 2.doc
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
<u>Moved from</u>	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:		
	Count	
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Deletions		1
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Moved to		0
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Format changed		0
Total changes		2



**Council Agenda Item
February 16, 2009**

10. CONSIDERATION OF ORDINANCES

- (d) Consider an ordinance of the City of Missouri City, Texas, **changing the boundaries of Reinvestment Zone Number Two, City of Missouri City**; by the exclusion of **12.090 acres** of land in **Lakeshore Harbour**; containing findings and provisions related to the foregoing subject; providing for severability; and to **consider the ordinance on the second and final reading.**

Background information attached as follows:

Cover Memo

Ordinance

Changes Marked

Petition for Consent MUD 47

Petition for Annexation Vicksburg Estates

Certificate of Authority

"No Registered Voters" Letter

**PETITION FOR CONSENT TO ANNEX LAND
INTO A MUNICIPAL UTILITY DISTRICT
(Vicksburg Estates Ltd. – 12.090 Acres)**

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MISSOURI CITY,
TEXAS:

The undersigned, FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 47, (the "District"), and VICKSBURG ESTATES, LTD. (collectively the "Petitioners"), acting pursuant to the provisions of Chapter 49, Texas Water Code, respectfully petition the City Council of the City of Missouri City, Texas (the "City"), for its written consent to the annexation by the District of five (5) tracts of land totaling 12.090 acres, described by metes and bounds in **Exhibit "A"** attached hereto for all purposes (the "Property"). In support of this Petition, the undersigned would show the following:

I.

The District was originally created by an order of the Texas Water Rights Commission (predecessor to the Texas Commission on Environmental Quality), on March 8, 1983, and is governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended.

II.

Vicksburg Estates, Ltd. currently holds title to the Property as indicated by the tax rolls of Fort Bend County, Texas and more particularly described in **Exhibit "A"** attached hereto.

III.

The Property is situated wholly within Fort Bend County, Texas. All of said tract is within the limits of the City of Missouri City, Texas. The Property is currently located within the boundaries of the City of Missouri City Tax Increment Reinvestment Zone Number Two (the "TIRZ") from which the Property's owner is currently seeking to have the Property excluded. Upon the Property's exclusion from the TIRZ, all of the Property may properly be annexed into the District.

IV.

The general nature of the work to be done in the Property is the construction, acquisition, maintenance, and operation of a waterworks and sanitary sewer system for residential purposes.

V.

There is, for the following reasons, a necessity for the above-described work. The area proposed to be annexed into the District will be developed as residential property, is urban in nature,

is within the growing environs of the City of Missouri City, Texas, and is in close proximity to populous and developed sections of Fort Bend County. There is not now available within the area sought to be annexed into the District an adequate waterworks and sanitary sewer system, and it is not presently economically feasible for the area sought to be annexed to provide for such systems without the assistance of the District. Since the health and welfare of the present and future inhabitants of the area and of territories adjacent thereto require the construction, acquisition, maintenance, and operation of an adequate waterworks and sanitary sewer system, a public necessity exists for the annexation of the aforementioned land into the District, to provide for the purchase, construction, extension, improvement, maintenance, and operation of such waterworks and sanitary sewer system, so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VI.

This Petition shall constitute an election on the part of the Petitioners, their successors and assigns, for the aforesaid Property and any improvements which are now or may hereafter be constructed thereon to become liable for all present and future debts of the District in the same manner and to the same extent as other lands and improvements in the District are liable for the District's debts.

VII.

Without limiting the generality of Article VI above, the Petitioners are aware that the District has heretofore issued a total of \$6,750,000 of its Unlimited Tax Bonds and a total of \$9,210,000 of its Unlimited Tax Refunding Bonds, and the Petitioner hereby agrees that the Property and all improvements thereon, presently existing or to be constructed, shall assume its share of all bonds or other obligations of the District and must be taxed equally with all other property within the District. The Petitioners acknowledge, consent to, and affirmatively request the assumption by the Property of a pro rata share of all obligations of the District, and of the taxes to be levied or hereafter to be levied by the District.

VIII.

The Petitioners, their successors and assigns, hereby agree that the Property and any improvements existing or to be constructed thereon, shall be liable for its pro rata share of all voted unissued bonds of the District which were authorized or may hereafter be authorized at an election or elections held or to be held within the District, and which may hereafter be issued and sold by the District. This Petition constitutes authorization by the Petitioners, their successors and assigns, for the Board of Directors of the District to issue and sell the remaining authorized, unissued bonds for the purposes and upon the terms and conditions such bonds were voted, in one or more issues or series, at a future date or dates when in the Board's judgment such amounts are required for the authorized purposes.

IX.

This Petition shall further be considered the consent and authorization of the Petitioners, their successors and assigns, for all the Property, and all improvements now existing or to be constructed thereon, to be taxed uniformly and equally on an ad valorem basis with all other taxable property within the District for: (1) the payment of principal and interest on the District's outstanding bonds; (2) the payment of principal and interest on the District's voted, but unissued bonds; and (3) all other purposes for which the District may lawfully levy taxes, including the maintenance taxes authorized by the voters of the District on April 2, 1983.

X.

The Petitioners request consent to the annexation of the aforesaid Property into the District under the conditions set forth in **Exhibit "B"** which is attached hereto and incorporated herein for all purposes, until such time as said conditions may be changed by City Ordinance or resolution, either specific or general.

XI.

The District agrees and hereby covenants that if the requested consent to the annexation of the aforesaid Property into the District is given, the District will adopt and abide by the conditions set forth in **Exhibit "B"** to this Petition.

WHEREFORE, the undersigned respectfully pray that this Petition be heard and granted in all respects and that the City of Missouri City, Texas give its written consent to the annexation of the aforesaid land into the District.

RESPECTFULLY SUBMITTED this 21st day of January, 2009.

PETITIONERS:

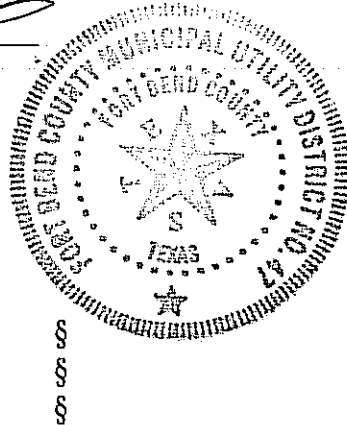
FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 47

Jerome Cogan
President, Board of Directors

ATTEST:

St. B. Venable
Secretary, Board of Directors

(District Seal)



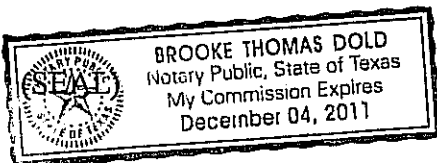
STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, on this day personally appeared Jerome Cogan, as President of the Board of Directors of Fort Bend County Municipal Utility District No. 47, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said District.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 21st day of January, 2009.

Brooke Thomas Dold
Notary Public, State of Texas



VICKSBURG ESTATES, LTD.
a Texas limited partnership

By: Greatmark International, Inc.
Its: General Partner

By: [Signature]
Name: Clinton F. Wong
Title: President

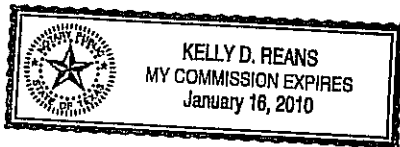
STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on the 19TH day of JANUARY, 2009,
by Clinton F. Wong, President of Greatmark International, Inc., the general partner of Vicksburg
Estates, Ltd. on behalf of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19TH day of
JANUARY, 2009



(SEAL)

[Signature: Kelly D. Reans]
Notary Public, State of ~~Arizona~~
TEXAS

Exhibit A Page 1 of 11 Pages

County: Fort Bend
Project: Lake Shore Harbour -F.B.C.M.U.D. #47
M.S.G. No.: 081452-R
Job Number: 182-TIRZ

FIELD NOTES FOR 12.090 ACRES OF LAND

Being a 5 tracts of land totaling 12.090 acres, located in the Elijah Roark League, A-77; said 12.090 acre tract being out of the remainder of a called 262.269 acre tract of land recorded in the name of Vicksburg Estates, Ltd. in Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 1999082607; said 12.090 acre tract being more particularly described by metes and bounds as follows; (bearings are referenced to the plat of Lake Shore Harbour, Sec. 2, recorded under Slide Numbers 2425B and 2426A, of the Fort Bend County Plat Records (F.B.C.P.R.)):

Tract 1
3.055 Acres

Commencing at a 5/8-inch iron rod found for the southeast corner of Lot 11, Block 5, of said Lake Shore Harbour, Sec. 2, said rod being on the westerly line of Fort Bend County Municipal Utility District (F.B.C.M.U.D.) Number 47 and the northerly northeast corner of a 150 foot wide Drainage Easement recorded in Volume 1207, Page 182 of the Fort Bend County Deed Records (F.B.C.D.R.);

Thence, through and across said Lot 11, Block 5 and Aldridge Drive (60 feet wide right-of-way (R.O.W.)), per said plat of Lake Shore Harbour, Sec. 2), being the westerly line of said F.B.C.M.U.D. No. 47, the following two (2) courses:

1. North 29 degrees 59 minutes 21 seconds West, a distance of 100.00 feet to the beginning of a curve to the left;
2. 84.92 feet with the arc of said curve to the left, having a central angle of 03 degrees 48 minutes 58 seconds, a radius of 1275.00 feet and a chord that bears North 31 degrees 53 minutes 50 seconds West, a distance of 84.91 feet to a point on the northwesterly R.O.W. line of said Aldridge Drive, for the most easterly corner and **Point of Beginning** of the herein described tract;

Thence, with the northwesterly R.O.W. line of said Aldridge Drive, the following two (2) courses:

1. 9.82 feet with the arc of a non-tangent curve to the left, having a central angle of 01 degrees 42 minutes 20 seconds, a radius of 330.00 feet and a chord that bears South 60 degrees 51 minutes 49 seconds West, a distance of 9.82 feet to a point of tangency;
2. South 60 degrees 00 minutes 39 seconds West, a distance of 27.40 feet to a point for corner;

Thence, through and across aforesaid 262.269 acre tract, the following sixteen (16) courses:

1. North 29 degrees 59 minutes 21 seconds West, a distance of 220.16 feet to a point for corner;
2. South 60 degrees 00 minutes 37 seconds West, a distance of 291.19 feet to the beginning of a curve to the left;
3. 11.02 feet with the arc of said curve to the left, having a central angle of 00 degrees 20 minutes 50 seconds, a radius of 1817.87 feet and a chord that bears South 59 degrees 50 minutes 12 seconds West, a distance of 11.02 feet to a point of compound curvature;
4. 36.28 feet with the arc of said curve to the left, having a central angle of 20 degrees 47 minutes 10 seconds, a radius of 100.00 feet and a chord that bears South 49 degrees 16 minutes 12 seconds West, a distance of 36.08 feet to a point of reverse curvature;
5. 73.15 feet with the arc of said curve to the right, having a central angle of 25 degrees 24 minutes 00 seconds, a radius of 165.00 feet and a chord that bears South 51 degrees 34 minutes 37 seconds West, a distance of 72.55 feet to a point of compound curvature;
6. 42.67 feet with the arc of said curve to the right, having a central angle of 81 degrees 29 minutes 13 seconds, a radius of 30.00 feet and a chord that bears North 74 degrees 59 minutes 03 seconds West, a distance of 39.16 feet to a point of tangency;
7. North 34 degrees 14 minutes 27 seconds West, a distance of 73.51 feet to the beginning of a curve to the left;
8. 19.31 feet with the arc of said curve to the left, having a central angle of 36 degrees 52 minutes 19 seconds, a radius of 30.00 feet and a chord that bears North 52 degrees 40 minutes 36 seconds West, a distance of 18.97 feet to a point of reverse curvature;
9. 110.25 feet with the arc of said curve to the right, having a central angle of 90 degrees 14 minutes 35 seconds, a radius of 70.00 feet and a chord that bears North 25 degrees 59 minutes 28 seconds West, a distance of 99.20 feet to a point of reverse curvature;
10. 27.65 feet with the arc of said curve to the left, having a central angle of 52 degrees 48 minutes 08 seconds, a radius of 30.00 feet and a chord that bears North 07 degrees 16 minutes 14 seconds West, a distance of 26.68 feet to a point of tangency;
11. North 33 degrees 40 minutes 18 seconds West, a distance of 55.34 feet to the beginning of a curve to the right;
12. 47.02 feet with the arc of said curve to the right, having a central angle of 89 degrees 48 minutes 22 seconds, a radius of 30.00 feet and a chord that bears North 11 degrees 13 minutes 53 seconds East, a distance of 42.35 feet to a point of compound curvature;

13. 61.63 feet with the arc of said curve to the right, having a central angle of 21 degrees 24 minutes 03 seconds, a radius of 165.00 feet and a chord that bears North 66 degrees 50 minutes 05 seconds East, a distance of 61.27 feet to a point of reverse curvature;
14. 31.77 feet with the arc of said curve to the left, having a central angle of 18 degrees 12 minutes 03 seconds, a radius of 100.00 feet and a chord that bears North 68 degrees 26 minutes 06 seconds East, a distance of 31.63 feet to a point of reverse curvature;
15. 24.98 feet with the arc of said curve to the right, having a central angle of 00 degrees 40 minutes 33 seconds, a radius of 2117.87 feet and a chord that bears North 59 degrees 40 minutes 21 seconds East, a distance of 24.98 feet to a point of tangency;
16. North 60 degrees 00 minutes 37 seconds East, a distance of 234.22 feet to a point on the westerly line of aforesaid F.B.C.M.U.D. No. 47, for the north corner of the herein described tract;

Thence, with the westerly line of said F.B.C.M.U.D. No. 47, the following two (2) courses:

1. South 41 degrees 29 minutes 30 seconds East, a distance of 358.11 feet to the beginning of a curve to the right;
2. 171.04 feet along the arc of said curve to the right, having a central angle of 07 degrees 41 minutes 11 seconds, a radius of 1275.00 feet and a chord that bears South 37 degrees 38 minutes 55 seconds East, a distance of 170.92 feet to the **Point of Beginning**, and containing 3.055 acres of land.

Tract 2
2.135 Acres

Commencing at a 5/8-inch iron rod found for the southeast corner of Lot 11, Block 5, of said Lake Shore Harbour, Sec. 2, said rod being on the westerly line of Fort Bend County Municipal Utility District (F.B.C.M.U.D.) Number 47 and the northerly northeast corner of a 150 foot wide Drainage Easement recorded in Volume 1207, Page 182 of the Fort Bend County Deed Records (F.B.C.D.R.);

Thence, through and across said Lot 11, Block 5, Aldridge Drive (60 feet wide right-of-way (R.O.W.)), per said plat of Lake Shore Harbour, Sec. 2), and said 262.269 acre tract, being the westerly line of said F.B.C.M.U.D. No. 47, the following three (3) courses:

1. North 29 degrees 59 minutes 21 seconds West, a distance of 100.00 feet to the beginning of a curve to the left;
2. 255.96 feet with the arc of said curve to the left, having a central angle of 11 degrees 30 minutes 09 seconds, a radius of 1275.00 feet and a chord that bears North 35 degrees 44 minutes 26 seconds West, a distance of 255.53 feet to the point of tangency;

3. North 41 degrees 29 minutes 30 seconds West, a distance of 455.20 feet to the most southerly southeast corner and **Point of Beginning** of the herein described tract;

Thence, leaving the westerly line of said F.B.C.M.U.D. No. 47, and continuing through and across aforesaid 262.269 acre tract, the following fourteen (14) courses:

1. South 60 degrees 00 minutes 37 seconds West, a distance of 93.31 feet to the beginning of a curve to the left;
2. 33.81 feet with the arc of said curve to the left, having a central angle of 19 degrees 22 minutes 12 seconds, a radius of 100.00 feet and a chord that bears South 50 degrees 19 minutes 31 seconds West, a distance of 33.65 feet to a point of reverse curvature;
3. 92.76 feet with the arc of said curve to the right, having a central angle of 32 degrees 12 minutes 35 seconds, a radius of 165.00 feet and a chord that bears South 56 degrees 44 minutes 43 seconds West, a distance of 91.54 feet to a point of compound curvature;
4. 40.40 feet with the arc of said curve to the right, having a central angle of 77 degrees 09 minutes 37 seconds, a radius of 30.00 feet and a chord that bears North 68 degrees 34 minutes 11 seconds West, a distance of 37.42 feet to a point of tangency;
5. North 29 degrees 59 minutes 23 seconds West, a distance of 88.04 feet to the beginning of a curve to the left;
6. 13.53 feet with the arc of said curve to the left, having a central angle of 25 degrees 50 minutes 31 seconds, a radius of 30.00 feet and a chord that bears North 42 degrees 54 minutes 38 seconds West, a distance of 13.42 feet to a point of reverse curvature;
7. 118.19 feet with the arc of said curve to the right, having a central angle of 96 degrees 44 minutes 23 seconds, a radius of 70.00 feet and a chord that bears North 07 degrees 27 minutes 42 seconds West, a distance of 104.64 feet to a point of reverse curvature;
8. 37.12 feet with the arc of said curve to the left, having a central angle of 70 degrees 53 minutes 52 seconds, a radius of 30.00 feet and a chord that bears North 05 degrees 27 minutes 34 seconds East, a distance of 34.80 feet to a point of tangency;
9. North 29 degrees 59 minutes 23 seconds West, a distance of 58.09 feet to the beginning of a curve to the right;
10. 52.43 feet with the arc of said curve to the right, having a central angle of 100 degrees 08 minutes 06 seconds, a radius of 30.00 feet and a chord that bears North 20 degrees 04 minutes 40 seconds East, a distance of 46.01 feet to a point of compound curvature;
11. 59.93 feet with the arc of said curve to the right, having a central angle of 18 degrees 33 minutes 34 seconds, a radius of 185.00 feet and a chord that bears North 79 degrees 25 minutes 30 seconds East, a distance of 59.66 feet to a point of reverse curvature;

12. 50.08 feet with the arc of said curve to the left, having a central angle of 28 degrees 41 minutes 40 seconds, a radius of 100.00 feet and a chord that bears North 74 degrees 21 minutes 27 seconds East, a distance of 49.56 feet to a point of tangency;
13. North 60 degrees 00 minutes 37 seconds East, a distance of 149.60 feet to the beginning of a curve to the right;
14. 76.66 feet with the arc of said curve to the right, having a central angle of 03 degrees 36 minutes 50 seconds, a radius of 1215.45 feet and a chord that bears North 61 degrees 49 minutes 02 seconds East, a distance of 76.65 feet to a point on the westerly line of aforesaid F.B.C.M.U.D. No. 47, for the most northerly corner of the herein described tract;

Thence, with the westerly line of said F.B.C.M.U.D. No. 47, the following four (4) courses:

1. South 53 degrees 16 minutes 31 seconds East, a distance of 38.28 feet to a point for the most easterly corner of the herein described tract;
2. South 03 degrees 30 minutes 57 seconds West, a distance of 103.36 feet to an angle point;
3. South 48 degrees 30 minutes 29 seconds West, a distance of 172.26 feet to an angle point;
4. South 41 degrees 29 minutes 30 seconds East, a distance of 144.79 feet to the **Point of Beginning**, and containing 2.135 acres of land.

Tract 3
2.049 Acres

Commencing at a 5/8-inch iron rod found for the southeast corner of Lot 11, Block 5, of said Lake Shore Harbour, Sec. 2, said rod being on the westerly line of Fort Bend County Municipal Utility District (F.B.C.M.U.D.) Number 47 and the northerly northeast corner of a 150 foot wide Drainage Easement recorded in Volume 1207, Page 182 of the Fort Bend County Deed Records (F.B.C.D.R.);

Thence, through and across said Lot 11, Block 5, Aldridge Drive (60 feet wide right-of-way (R.O.W.)), per said plat of Lake Shore Harbour, Sec. 2), and said 262.269 acre tract, being the westerly line of said F.B.C.M.U.D. No. 47, the following six (6) courses:

1. North 29 degrees 59 minutes 21 seconds West, a distance of 100.00 feet to the beginning of a non-tangent curve to the left;
2. 255.96 feet with the arc of said curve to the left, having a central angle of 11 degrees 30 minutes 09 seconds, a radius of 1275.00 feet and a chord that bears North 35 degrees 44 minutes 26 seconds West, a distance of 255.53 feet to the point of tangency;

3. North 41 degrees 29 minutes 30 seconds West, a distance of 600.00 feet to an angle point;
4. North 48 degrees 30 minutes 29 seconds East, a distance of 172.26 feet to an angle point;
5. North 03 degrees 30 minutes 57 seconds East, a distance of 103.36 feet to an angle point;
6. North 53 degrees 16 minutes 31 seconds West, a distance of 144.03 feet the southeast corner and **Point of Beginning** of the herein described tract;

Thence, leaving the westerly line of said F.B.C.M.U.D. No. 47, and continuing through and across aforesaid 262.269 acre tract, the following thirteen (13) courses:

1. 191.99 feet with the arc of a non-tangent curve to the right, having a central angle of 10 degrees 31 minutes 31 seconds, a radius of 1045.15 feet and a chord that bears South 66 degrees 11 minutes 27 seconds West, a distance of 191.72 feet to a point of reverse curvature;
2. 54.63 feet with the arc of said curve to the left, having a central angle of 27 degrees 13 minutes 06 seconds, a radius of 115.00 feet and a chord that bears South 57 degrees 50 minutes 39 seconds West, a distance of 54.12 feet to a point of reverse curvature;
3. 62.88 feet with the arc of said curve to the right, having a central angle of 120 degrees 05 minutes 27 seconds, a radius of 30.00 feet and a chord that bears North 75 degrees 43 minutes 11 seconds West, a distance of 51.99 feet to a point of tangency;
4. North 15 degrees 40 minutes 28 seconds West, a distance of 47.10 feet to the beginning of a curve to the left;
5. 34.78 feet with the arc of said curve to the left, having a central angle of 66 degrees 25 minutes 19 seconds, a radius of 30.00 feet and a chord that bears North 48 degrees 53 minutes 07 seconds West, a distance of 32.86 feet to a point of reverse curvature;
6. 122.14 feet with the arc of said curve to the right, having a central angle of 99 degrees 58 minutes 33 seconds, a radius of 70.00 feet and a chord that bears North 32 degrees 06 minutes 30 seconds West, a distance of 107.23 feet to a point of reverse curvature;
7. 34.78 feet with the arc of said curve to the left, having a central angle of 66 degrees 25 minutes 19 seconds, a radius of 30.00 feet and a chord that bears North 15 degrees 19 minutes 52 seconds West, a distance of 32.86 feet to a point of tangency;
8. North 48 degrees 32 minutes 32 seconds West, a distance of 41.86 feet to the beginning of a curve to the right;
9. 51.58 feet with the arc of said curve to the right, having a central angle of 98 degrees 31 minutes 11 seconds, a radius of 30.00 feet and a chord that bears North 00 degrees 43 minutes 04 seconds East, a distance of 45.46 feet to a point of compound curvature;

10. 121.68 feet with the arc of said curve to the right, having a central angle of 42 degrees 15 minutes 05 seconds, a radius of 165.00 feet and a chord that bears North 71 degrees 06 minutes 12 seconds East, a distance of 118.94 feet to a point of reverse curvature;
11. 43.35 feet with the arc of said curve to the left, having a central angle of 22 degrees 35 minutes 32 seconds, a radius of 115.00 feet and a chord that bears North 80 degrees 55 minutes 58 seconds East, a distance of 45.05 feet to a point of compound curvature;
12. 108.89 feet with the arc of said curve to the left, having a central angle of 08 degrees 22 minutes 21 seconds, a radius of 745.16 feet and a chord that bears North 65 degrees 27 minutes 02 seconds East, a distance of 108.79 feet to a point of reverse curvature;
13. 164.61 feet with the arc of said curve to the right, having a central angle of 05 degrees 51 minutes 21 seconds, a radius of 1610.60 feet and a chord that bears North 64 degrees 11 minutes 31 seconds East, a distance of 164.53 feet to a point on the westerly line of aforesaid F.B.C.M.U.D. No. 47, for the most northerly corner of the herein described tract;

Thence, with the westerly line of said F.B.C.M.U.D. No. 47, the following three (3) courses:

1. South 53 degrees 16 minutes 33 seconds East, a distance of 3.57 feet to a point for the northeast corner of the herein described tract;
2. South 36 degrees 43 minutes 27 seconds West, a distance of 265.00 feet to an angle point;
3. South 53 degrees 16 minutes 31 seconds East, a distance of 195.97 feet to the **Point of Beginning**, and containing 2.049 acres of land.

Tract 4
2.328 Acres

Commencing at a 5/8-inch iron rod found for the southeast corner of Lot 11, Block 5, of said Lake Shore Harbour, Sec. 2, said rod being on the westerly line of Fort Bend County Municipal Utility District (F.B.C.M.U.D.) Number 47 and the northerly northeast corner of a 150 foot wide Drainage Easement recorded in Volume 1207, Page 182 of the Fort Bend County Deed Records (F.B.C.D.R.);

Thence, through and across said Lot 11, Block 5, Aldridge Drive (60 feet wide right-of-way (R.O.W.)), per said plat of Lake Shore Harbour, Sec. 2), and said 262.269 acre tract, being the westerly line of said F.B.C.M.U.D. No. 47, the following eight (8) courses:

1. North 29 degrees 59 minutes 21 seconds West, a distance of 100.00 feet to the beginning of a non-tangent curve to the left;

2. 255.96 feet with the arc of said curve to the left, having a central angle of 11 degrees 30 minutes 09 seconds, a radius of 1275.00 feet and a chord that bears North 35 degrees 44 minutes 26 seconds West, a distance of 255.53 feet to the point of tangency;
3. North 41 degrees 29 minutes 30 seconds West, a distance of 600.00 feet to an angle point;
4. North 48 degrees 30 minutes 29 seconds East, a distance of 172.26 feet to an angle point;
5. North 03 degrees 30 minutes 57 seconds East, a distance of 103.36 feet to an angle point;
6. North 53 degrees 16 minutes 31 seconds West, a distance of 340.00 feet to an angle point;
7. North 36 degrees 43 minutes 27 seconds East, a distance of 265.00 feet to an angle point;
8. North 53 degrees 16 minutes 33 seconds West, a distance of 112.85 feet to the east corner and **Point of Beginning** of the herein described tract;

Thence, leaving the westerly line of said F.B.C.M.U.D. No. 47, and continuing through and across aforesaid 262.269 acre tract, the following sixteen (16) courses:

1. 119.03 feet with the arc of a non-tangent curve to the left, having a central angle of 03 degrees 59 minutes 54 seconds, a radius of 1705.75 feet and a chord that bears South 63 degrees 15 minutes 48 seconds West, a distance of 119.01 feet to a point of reverse curvature;
2. 175.50 feet with the arc of said curve to the right, having a central angle of 15 degrees 28 minutes 13 seconds, a radius of 650.00 feet and a chord that bears South 68 degrees 59 minutes 57 seconds West, a distance of 174.97 feet to a point of tangency;
3. South 76 degrees 44 minutes 04 seconds West, a distance of 11.93 feet to the beginning of a curve to the left;
4. 33.81 feet with the arc of said curve to the left, having a central angle of 19 degrees 22 minutes 12 seconds, a radius of 100.00 feet and a chord that bears South 67 degrees 02 minutes 58 seconds West, a distance of 33.65 feet to a point of reverse curvature;
5. 35.28 feet with the arc of said curve to the right, having a central angle of 12 degrees 14 minutes 59 seconds, a radius of 165.00 feet and a chord that bears South 63 degrees 29 minutes 21 seconds West, a distance of 35.21 feet to a point of compound curvature;
6. 50.52 feet with the arc of said curve to the right, having a central angle of 96 degrees 29 minutes 41 seconds, a radius of 30.00 feet and a chord that bears North 62 degrees 08 minutes 19 seconds West, a distance of 44.76 feet to a point of tangency;
7. North 13 degrees 53 minutes 28 seconds West, a distance of 44.70 feet to the beginning of a curve to the left;

8. 33.21 feet with the arc of said curve to the left, having a central angle of 63 degrees 25 minutes 46 seconds, a radius of 30.00 feet and a chord that bears North 45 degrees 36 minutes 21 seconds West, a distance of 31.54 feet to a point of reverse curvature;
9. 109.83 feet with the arc of said curve to the right, having a central angle of 89 degrees 53 minutes 49 seconds, a radius of 70.00 feet and a chord that bears North 32 degrees 22 minutes 20 seconds West, a distance of 98.91 feet to a point of reverse curvature;
10. 13.53 feet with the arc of said curve to the left, having a central angle of 25 degrees 50 minutes 31 seconds, a radius of 30.00 feet and a chord that bears North 00 degrees 20 minutes 41 seconds West, a distance of 13.42 feet to a point of tangency;
11. North 13 degrees 15 minutes 56 seconds West, a distance of 88.04 feet to the beginning of a curve to the right;
12. 40.40 feet with the arc of said curve to the right, having a central angle of 77 degrees 09 minutes 37 seconds, a radius of 30.00 feet and a chord that bears North 25 degrees 18 minutes 53 seconds East, a distance of 37.42 feet to a point of compound curvature;
13. 92.76 feet with the arc of said curve to the right, having a central angle of 32 degrees 12 minutes 35 seconds, a radius of 165.00 feet and a chord that bears North 79 degrees 59 minutes 59 seconds East, a distance of 91.54 feet to a point of reverse curvature;
14. 33.81 feet with the arc of said curve to the left, having a central angle of 19 degrees 22 minutes 12 seconds, a radius of 100.00 feet and a chord that bears North 86 degrees 25 minutes 10 seconds East, a distance of 33.65 feet to a point of tangency;
15. North 76 degrees 44 minutes 04 seconds East, a distance of 11.93 feet to the beginning of a curve to the left;
16. 74.29 feet with the arc of said curve to the left, having a central angle of 12 degrees 09 minutes 44 seconds, a radius of 350.00 feet and a chord that bears North 70 degrees 39 minutes 12 seconds East, a distance of 74.16 feet to a point on the westerly line of aforesaid F.B.C.M.U.D. No. 47, for the most northerly corner of the herein described tract;

Thence, with the westerly line of said F.B.C.M.U.D. No. 47, South 53 degrees 16 minutes 33 seconds East, a distance of 334.99 feet to the **Point of Beginning**, and containing 2.326 acres of land.

Tract 5
2.523 Acres

Commencing at a 5/8-inch iron rod found for the southeast corner of Lot 11, Block 5, of said Lake Shore Harbour, Sec. 2, said rod being on the westerly line of Fort Bend County Municipal Utility District (F.B.C.M.U.D.) Number 47 and the northerly northeast corner of a 150 foot wide Drainage Easement recorded in Volume 1207, Page 182 of the Fort Bend County Deed Records (F.B.C.D.R.);

Thence, through and across said Lot 11, Block 5, Aldridge Drive (60 feet wide right-of-way (R.O.W.)), per said plat of Lake Shore Harbour, Sec. 2), and said 262.269 acre tract, being the westerly line of said F.B.C.M.U.D. No. 47, the following eight (8) courses:

1. North 29 degrees 59 minutes 21 seconds West, a distance of 100.00 feet to the beginning of a non-tangent curve to the left;
2. 255.96 feet with the arc of said curve to the left, having a central angle of 11 degrees 30 minutes 09 seconds, a radius of 1275.00 feet and a chord that bears North 35 degrees 44 minutes 26 seconds West, a distance of 255.53 feet to the point of tangency;
3. North 41 degrees 29 minutes 30 seconds West, a distance of 600.00 feet to an angle point;
4. North 48 degrees 30 minutes 29 seconds East, a distance of 172.26 feet to an angle point;
5. North 03 degrees 30 minutes 57 seconds East, a distance of 103.36 feet to an angle point;
6. North 53 degrees 16 minutes 31 seconds West, a distance of 340.00 feet to an angle point;
7. North 36 degrees 43 minutes 27 seconds East, a distance of 265.00 feet to an angle point;
8. North 53 degrees 16 minutes 33 seconds West, a distance of 569.64 feet to the southeast corner and **Point of Beginning** of the herein described tract;

Thence, leaving the westerly line of said F.B.C.M.U.D. No. 47, and continuing through and across aforesaid 262.269 acre tract, the following six (6) courses:

1. South 77 degrees 08 minutes 20 seconds West, a distance of 78.17 feet to the beginning of a curve to the left;
2. 18.92 feet with the arc of said curve to the left, having a central angle of 12 degrees 02 minutes 45 seconds, a radius of 90.00 feet and a chord that bears South 71 degrees 06 minutes 58 seconds West, a distance of 18.89 feet to a point of reverse curvature;
3. 364.76 feet with the arc of said curve to the right, having a central angle of 126 degrees 39 minutes 48 seconds, a radius of 165.00 feet and a chord that bears North 51 degrees 34 minutes 31 seconds West, a distance of 294.89 feet to a point of reverse curvature;
4. 20.31 feet with the arc of said curve to the left, having a central angle of 11 degrees 38 minutes 23 seconds, a radius of 100.00 feet and a chord that bears North 05 degrees 56 minutes 12 seconds East, a distance of 20.28 feet to a point of tangency;
5. North 00 degrees 07 minutes 00 seconds East, a distance of 386.78 feet to the northwest corner of the herein described tract;

6. South 89 degrees 52 minutes 59 seconds East, a distance of 156.48 feet to a point on the westerly line of aforesaid F.B.C.M.U.D. No. 47, for the northeast corner of the herein described tract;

Thence, with the westerly line of said F.B.C.M.U.D. No. 47, the following three (3) courses:

1. South 00 degrees 01 minutes 33 seconds East, a distance of 242.38 feet to the beginning of a curve to the left;
2. 371.76 feet with the arc of said curve to the left, having a central angle of 53 degrees 15 minutes 00 seconds, a radius of 400.00 feet and a chord that bears South 26 degrees 39 minutes 03 seconds East, a distance of 358.52 feet to a point of tangency;
3. South 53 degrees 16 minutes 33 seconds East, a distance of 6.00 feet to the **Point of Beginning**, and containing 2.523 acres of land.

Area Summary

Tract 1 = 3.055 Acres

Tract 2 = 2.135 Acres

Tract 3 = 2.049 Acres

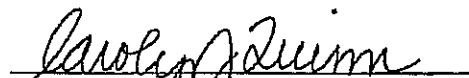
Tract 4 = 2.328 Acres

Tract 5 = 2.523 Acres

Total = 12.090 Acres

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

An exhibit of the subject tract, dated November 26, 2008, has been prepared by the surveyor and accompanies this description.


Carolyn J. Quinn, R.P.L.S.
Texas Registration No. 6033



MILLER SURVEY GROUP
Ph: (713) 413-1900
November 26, 2008
Last Revised: January 22, 2009
081452-R

EXHIBIT "B"

(a) Prior to the sale or offer to sell any bonds of the District, the undersigned proponents will have a duplicate original of this Consent Resolution approved, ratified and executed by the governing body and officers of the District, and will deliver, or cause to be delivered, such executed Consent Resolution to the Legal Department of the City of Missouri City, Texas. Bonds may be issued by the District only for the purpose of purchasing and constructing, or purchasing or constructing, or under contract with the City of Missouri City or otherwise acquiring water works systems, sanitary sewer systems, storm sewer systems and drainage facilities, or parts of such systems or facilities, and to make any and all necessary purchases, construction, improvements, extensions, additions and repairs thereto and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without boundaries of the District. Such bonds shall expressly provide that the District shall reserve the right to redeem such bonds on any interest payment date subsequent to the fifteenth (15th) anniversary of the date of issuance without premium, and shall only be sold after the taking of public bids therefor, other than refunding bonds which may be sold on a negotiated basis, and none of such bonds, other than refunding bonds, shall be sold for less than ninety-five (95%) percent of par; provided the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, shall not exceed two (2%) percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one (1) month period next preceding the date notice of the sale of such bonds is given, and bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds, if given. No refunding bonds may be sold without obtaining the City's written consent which will not be unreasonably withheld. The resolution authorizing the issuance of the District's bonds will contain a provision that the pledge of the revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City of Missouri City, Texas, annexes the District, takes over the assets of the District, and assumes all of the obligations of the District. No land will be added or annexed to the District until the City of Missouri City has given its written consent by resolution of the City Council to such addition or annexation.

(b) The District, its directors, officers, or the developers and landowners will submit to the City before the commencement of any construction within the District all plans and specifications for the construction of water, sanitary sewer and drainage facilities to serve such District and obtain its written approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, and appurtenances installed or used within the District will conform exactly to the then-applicable specifications of the City of Missouri City. All water service lines and sewer service lines, lift stations, sewage treatment facilities, and appurtenances thereto, installed or used by the District shall comply with the standard policy as set forth by then-applicable ordinances, resolutions or regulations of the City of Missouri City. Any and all improvements must comply with the City's then-current regional sewage treatment program. Prior to the design and construction of such facilities, the District, or its engineer, shall give written notice by registered or certified mail to the City Manager or his designee, stating the date that such design and construction will be commenced. The design and construction of the District's water, sanitary sewer and drainage facilities will be in

accordance with applicable standards and specifications of the City of Missouri City and as approved by the City Engineer and Director of Public Works of the City of Missouri City; and, during the progress of the construction and installation of such facilities, a designated representative of the City of Missouri City may make periodic on-the-ground inspections in order to determine that the construction and installation is being done and made in order to conform with the approved plans and specifications and with applicable standards and specifications of the City of Missouri City; and, in the event that it is determined by the representative of the City that construction and/or installations are not being performed in conformance with the plans and specifications and with the applicable standards and specifications of the City of Missouri City then, upon being so informed by a duly designated City representative, the District agrees to discontinue further construction and installation of all facilities until the cause of the complaint is removed.

Furthermore, the District shall inform the City of all maintenance, repair or improvement activities which are estimated to cost more than Five Thousand Dollars (\$5,000) prior to the commencement of the activities, other than in an emergency situation, and for which all the terms and provisions of this section shall apply. In the event of an emergency, the District will notify the City within forty-eight hours of such emergency.

(c) The District will agree to employ a sewage plant operator holding a valid certificate of competency issued by the appropriate agency. The District will agree to make periodic analyses of its discharge as may be required by the Texas Natural Resource Conservation Commission and further will agree to send copies of all such effluent data to the Department of Public Works, City of Missouri City, as well as to the Texas Natural Resource Conservation Commission. The District agrees that representatives of the City of Missouri City may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof. The District agrees that development in the District will be monitored to assure that it does not exceed wastewater treatment plant capacity.

(d) The District, its Directors, officers, and the developers and landowners will not permit the construction of nor commit to any development within the District that will result in a wastewater flow to the sewage treatment facility that exceeds that facility's permitted average daily flow limitations or that is not in compliance with any agreements the District may have with the City regarding the provision of water and sewage treatment services.

(e) The District will not provide water, sewer and drainage facilities until the owner or developer of the land to be served by the District has, prior to the sale of any subdivided lots or parcels of land, duly recorded a plat in the Map and Plat Records of the county in which the District lies, and which Plat has been previously approved by the Planning and Zoning Commission of the City of Missouri City, Texas.

(f) The District shall provide the City Manager of the City of Missouri City with reasonable notice of all meetings of its governing Board of Directors by mailing to the City Manager a copy of each notice and agenda of each such meeting held by the District. In addition, the District shall provide the City Manager with a certified copy of all minutes of such meetings.

On an annual basis, the District shall file with the City Secretary and City Manager of the City a copy of its annual audit report, a report on the status of construction and bond sales, and a copy of its budget for the following year showing expenses, income and revenue.

(g) The District understands that the City of Missouri City intends to regionalize certain utility services within its city limits, including the regionalization of sewage treatment services. The District agrees to provide for sewage treatment services in accordance with the terms and conditions set forth in this Consent Resolution, including the exhibits thereto, and in accordance with the City's overall regionalization program. The District represents that it is being served by a .35 mgd sewage treatment plant owned jointly by the District and Fort Bend County Municipal Utility District No. 48 ("FB MUD 48") and located at 3650 Trammel Fresno Road, Missouri City, Texas. Before designing or constructing additional capacity, the District agrees that it will (1) notify the City in writing of the fact; and (2) refrain from designing or constructing such additional capacity or taking any steps in furtherance of obtaining such additional capacity for the afore described sewage treatment plant facility without first complying with the City's then-current regional sewage treatment program.

The City has identified the Vicksburg Regional Sewage Treatment Plant site located at 3650 Trammel Fresno Road, Missouri City, Texas to be a possible site for a regional plant to be maintained, operated and expanded to serve a regional area, including the District. The City will be provided a copy of any current agreements the District has with FB MUD 48 regarding sewage treatment capacity. Any future interconnect facilities and/or agreements entered into by the District is authorized provided (1) at least sixty (60) days in advance written notice is given to the City Manager of the City; (2) the City is furnished a copy of such interconnect plans and agreement; and (3) such facility and agreement is in furtherance of the City's policy regarding regionalization of sewage treatment services.



**Council Agenda Item
February 16, 2009**

10. CONSIDERATION OF ORDINANCES

- (d) Consider an ordinance of the City of Missouri City, Texas, **changing the boundaries of Reinvestment Zone Number Two, City of Missouri City**; by the exclusion of **12.090 acres** of land in **Lakeshore Harbour**; containing findings and provisions related to the foregoing subject; providing for severability; and to **consider the ordinance on the second and final reading.**

Background information attached as follows:

Cover Memo

Ordinance

Changes Marked

Petition for Consent MUD 47

Petition for Annexation Vicksburg Estates

Certificate of Authority

"No Registered Voters" Letter

**PETITION FOR ANNEXATION OF LAND INTO
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 47
(Vicksburg Estates, Ltd. – 12.090 Acres)**

TO THE BOARD OF DIRECTORS OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 47:

The undersigned, VICKSBURG ESTATES, LTD. (the "Petitioner"), current owner of the five (5) tracts of land totaling 12.090 acres, described by metes and bounds in **Exhibit "A"** attached hereto and incorporated herein for all purposes (the "Property"), and acting pursuant to the provisions of Chapter 49, Texas Water Code, as amended, particularly Section 49.301 of that Code, together with all amendments and additions thereto, respectfully petition this Honorable Board that the Property be added to and become a part of Fort Bend County Municipal Utility District No. 47 (the "District"), and in support of this Petition would show as follows:

I.

Petitioner currently holds title to the land sought to be annexed to the District, as indicated by the tax rolls of Fort Bend County, Texas and more particularly described in **Exhibit "A"**, attached hereto.

II.

The Property is currently located within the boundaries of the City of Missouri City Tax Increment Reinvestment Zone (the "TIRZ") from which the Property's owner is currently seeking to have the Property excluded. Upon the Property's exclusion from the TIRZ, all of the Property may properly be annexed into the District.

III.

Petitioner alleges that the addition of said Property to the District is feasible and practicable and would be to the advantage of the District, and would be of benefit and to the advantage of the land and all taxable property located therein. Petitioner further alleges that the District's present and future system and other improvements of the District are sufficient or will be sufficient to supply the Property proposed hereby to be added to the District without injuring lands already within the District.

IV.

Petitioner, its successors and assigns, agrees to comply with the terms, conditions and provisions of the District's rules, regulations and policies for the provision of District services, as amended from time to time, to prohibit the use of District services by, through or across the Property to any land or premises outside the Property without the prior written consent of the District, and to make available to the District, at no cost to the District, such easements and rights-of-way of standard location and size as may be necessary, if any, to permit the District to provide services to or adjacent to the Property.

V.

Petitioner hereby certifies that there are no persons residing within the boundaries of the Property.

VI.

This Petition shall constitute an election on the part of Petitioner, its successors and assigns, for the Property and any improvements which are now or may hereafter be constructed thereon to become liable for all present and future debts and taxes of the District in the same manner and to the same extent as other lands and improvements in the District are liable for the District's debts and taxes. Petitioner is aware that elections were held within the District, at which the Board of the District was authorized to issue bonds of the District and to levy a tax on all taxable property in the District to pay principal and interest on said bonds. This Petition shall be considered further an election and authorization by Petitioner, its successors and assigns, for the Board of the District to issue and sell all currently authorized but unissued bonds of the District, for the purposes and upon the terms and conditions such bonds were voted, in one or more installments or series, at a future date or dates, when, in the Board's judgment, such amounts are required for the authorized purposes. Also, Petitioner is aware that an election was held within the District, at which the Board was authorized to levy a maintenance tax on all taxable property in the District to provide for operation and maintenance revenues.

VII.

Petitioner elects, accepts, assumes and acknowledges the rights, powers, duties and necessity of the District to assess, levy and collect taxes on and against the Property and all taxable property thereon for the payment of any outstanding indebtedness payable in whole or in part from taxation which may be owed, contracted or authorized by the District, or any taxes levied for or in anticipation of the payment of any such outstanding indebtedness which may be owed, contracted or authorized by the District. Petitioner hereby elects, accepts, covenants and agrees that the Property and all improvements thereon shall bear a pro rata share of any and all other obligations heretofore authorized and to be authorized by the District, and such Property shall be taxed equally with all other properties within the District.

VIII.

For and in consideration of the addition of the Property to the District, Petitioner agrees that all agreements, stipulations and covenants stated herein shall become fixed with the Property, shall run with the Property and shall be binding on Petitioner and Petitioner's successors and assigns.

WHEREFORE, Petitioner prays as follows: that this Petition be granted in all respects; that the Property described in **Exhibit "A"** attached hereto be added to and become a part of said established District as provided by law and particularly by the provisions of Chapter 49 of the Texas Water Code, as amended; that after this Petition is granted that it and the Board's action hereon be filed of record and recorded in the Deed Records of Fort Bend County, Texas; and that the Property thereafter be part of said District.

EXECUTED this 19th day of JANUARY, 2009.

PETITIONER:

VICKSBURG ESTATES, LTD.
a Texas limited partnership

By: Greatmark International, Inc.
Its: General Partner

By: [Signature]
Name: Clinton F. Wong
Title: President

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on the 19th day of JANUARY, 2009, by Clinton F. Wong, President of Greatmark International, Inc., the general partner of Vicksburg Estates, Ltd. on behalf of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of JANUARY, 2009

[Signature]
Notary Public, State of ~~Arizona~~
TEXAS

(SEAL)

AFTER RECORDING, RETURN TO:

Brooke T. Dold
c/o Johnson Radcliffe Petrov & Bobbitt PLLC
1001 McKinney, Suite 1000
Houston, Texas 77002

County: Fort Bend
Project: Lake Shore Harbour-F.B.C.M.U.D. #47
M.S.G. No.: 081452-R
Job Number: 182-TIRZ

FIELD NOTES FOR 12.090 ACRES OF LAND

Being a 5 tracts of land totaling 12.090 acres, located in the Elijah Roark League, A-77; said 12.090 acre tract being out of the remainder of a called 262.269 acre tract of land recorded in the name of Vicksburg Estates, Ltd. in Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 1999082607; said 12.090 acre tract being more particularly described by metes and bounds as follows; (bearings are referenced to the plat of Lake Shore Harbour, Sec. 2, recorded under Slide Numbers 2425B and 2426A, of the Fort Bend County Plat Records (F.B.C.P.R.)):

Tract 1
3.055 Acres

Commencing at a 5/8-inch iron rod found for the southeast corner of Lot 11, Block 5, of said Lake Shore Harbour, Sec. 2, said rod being on the westerly line of Fort Bend County Municipal Utility District (F.B.C.M.U.D.) Number 47 and the northerly northeast corner of a 150 foot wide Drainage Easement recorded in Volume 1207, Page 182 of the Fort Bend County Deed Records (F.B.C.D.R.);

Thence, through and across said Lot 11, Block 5 and Aldridge Drive (60 feet wide right-of-way (R.O.W.)), per said plat of Lake Shore Harbour, Sec. 2), being the westerly line of said F.B.C.M.U.D. No. 47, the following two (2) courses:

1. North 29 degrees 59 minutes 21 seconds West, a distance of 100.00 feet to the beginning of a curve to the left;
2. 84.92 feet with the arc of said curve to the left, having a central angle of 03 degrees 48 minutes 58 seconds, a radius of 1275.00 feet and a chord that bears North 31 degrees 53 minutes 50 seconds West, a distance of 84.91 feet to a point on the northwesterly R.O.W. line of said Aldridge Drive, for the most easterly corner and **Point of Beginning** of the herein described tract;

Thence, with the northwesterly R.O.W. line of said Aldridge Drive, the following two (2) courses:

1. 9.82 feet with the arc of a non-tangent curve to the left, having a central angle of 01 degrees 42 minutes 20 seconds, a radius of 330.00 feet and a chord that bears South 60 degrees 51 minutes 49 seconds West, a distance of 9.82 feet to a point of tangency;
2. South 60 degrees 00 minutes 39 seconds West, a distance of 27.40 feet to a point for corner;

Thence, through and across aforesaid 262.269 acre tract, the following sixteen (16) courses:

1. North 29 degrees 59 minutes 21 seconds West, a distance of 220.16 feet to a point for corner;
2. South 60 degrees 00 minutes 37 seconds West, a distance of 291.19 feet to the beginning of a curve to the left;
3. 11.02 feet with the arc of said curve to the left, having a central angle of 00 degrees 20 minutes 50 seconds, a radius of 1817.87 feet and a chord that bears South 59 degrees 50 minutes 12 seconds West, a distance of 11.02 feet to a point of compound curvature;
4. 36.28 feet with the arc of said curve to the left, having a central angle of 20 degrees 47 minutes 10 seconds, a radius of 100.00 feet and a chord that bears South 49 degrees 16 minutes 12 seconds West, a distance of 36.08 feet to a point of reverse curvature;
5. 73.15 feet with the arc of said curve to the right, having a central angle of 25 degrees 24 minutes 00 seconds, a radius of 165.00 feet and a chord that bears South 51 degrees 34 minutes 37 seconds West, a distance of 72.55 feet to a point of compound curvature;
6. 42.67 feet with the arc of said curve to the right, having a central angle of 81 degrees 29 minutes 13 seconds, a radius of 30.00 feet and a chord that bears North 74 degrees 59 minutes 03 seconds West, a distance of 39.16 feet to a point of tangency;
7. North 34 degrees 14 minutes 27 seconds West, a distance of 73.51 feet to the beginning of a curve to the left;
8. 19.31 feet with the arc of said curve to the left, having a central angle of 36 degrees 52 minutes 19 seconds, a radius of 30.00 feet and a chord that bears North 52 degrees 40 minutes 36 seconds West, a distance of 18.97 feet to a point of reverse curvature;
9. 110.25 feet with the arc of said curve to the right, having a central angle of 90 degrees 14 minutes 35 seconds, a radius of 70.00 feet and a chord that bears North 25 degrees 59 minutes 28 seconds West, a distance of 99.20 feet to a point of reverse curvature;
10. 27.65 feet with the arc of said curve to the left, having a central angle of 52 degrees 48 minutes 08 seconds, a radius of 30.00 feet and a chord that bears North 07 degrees 16 minutes 14 seconds West, a distance of 26.68 feet to a point of tangency;
11. North 33 degrees 40 minutes 18 seconds West, a distance of 55.34 feet to the beginning of a curve to the right;
12. 47.02 feet with the arc of said curve to the right, having a central angle of 89 degrees 48 minutes 22 seconds, a radius of 30.00 feet and a chord that bears North 11 degrees 13 minutes 53 seconds East, a distance of 42.35 feet to a point of compound curvature;

13. 61.63 feet with the arc of said curve to the right, having a central angle of 21 degrees 24 minutes 03 seconds, a radius of 165.00 feet and a chord that bears North 66 degrees 50 minutes 05 seconds East, a distance of 61.27 feet to a point of reverse curvature;
14. 31.77 feet with the arc of said curve to the left, having a central angle of 18 degrees 12 minutes 03 seconds, a radius of 100.00 feet and a chord that bears North 68 degrees 26 minutes 06 seconds East, a distance of 31.63 feet to a point of reverse curvature;
15. 24.98 feet with the arc of said curve to the right, having a central angle of 00 degrees 40 minutes 33 seconds, a radius of 2117.87 feet and a chord that bears North 59 degrees 40 minutes 21 seconds East, a distance of 24.98 feet to a point of tangency;
16. North 60 degrees 00 minutes 37 seconds East, a distance of 234.22 feet to a point on the westerly line of aforesaid F.B.C.M.U.D. No. 47, for the north corner of the herein described tract;

Thence, with the westerly line of said F.B.C.M.U.D. No. 47, the following two (2) courses:

1. South 41 degrees 29 minutes 30 seconds East, a distance of 358.11 feet to the beginning of a curve to the right;
2. 171.04 feet along the arc of said curve to the right, having a central angle of 07 degrees 41 minutes 11 seconds, a radius of 1275.00 feet and a chord that bears South 37 degrees 38 minutes 55 seconds East, a distance of 170.92 feet to the **Point of Beginning**, and containing 3.055 acres of land.

Tract 2
2.135 Acres

Commencing at a 5/8-inch iron rod found for the southeast corner of Lot 11, Block 5, of said Lake Shore Harbour, Sec. 2, said rod being on the westerly line of Fort Bend County Municipal Utility District (F.B.C.M.U.D.) Number 47 and the northerly northeast corner of a 150 foot wide Drainage Easement recorded in Volume 1207, Page 182 of the Fort Bend County Deed Records (F.B.C.D.R.);

Thence, through and across said Lot 11, Block 5, Aldridge Drive (60 feet wide right-of-way (R.O.W.), per said plat of Lake Shore Harbour, Sec. 2), and said 262.269 acre tract, being the westerly line of said F.B.C.M.U.D. No. 47, the following three (3) courses:

1. North 29 degrees 59 minutes 21 seconds West, a distance of 100.00 feet to the beginning of a curve to the left;
2. 255.96 feet with the arc of said curve to the left, having a central angle of 11 degrees 30 minutes 09 seconds, a radius of 1275.00 feet and a chord that bears North 35 degrees 44 minutes 26 seconds West, a distance of 255.53 feet to the point of tangency;

3. North 41 degrees 29 minutes 30 seconds West, a distance of 455.20 feet to the most southerly southeast corner and **Point of Beginning** of the herein described tract;

Thence, leaving the westerly line of said F.B.C.M.U.D. No. 47, and continuing through and across aforesaid 262.269 acre tract, the following fourteen (14) courses:

1. South 60 degrees 00 minutes 37 seconds West, a distance of 93.31 feet to the beginning of a curve to the left;
2. 33.81 feet with the arc of said curve to the left, having a central angle of 19 degrees 22 minutes 12 seconds, a radius of 100.00 feet and a chord that bears South 50 degrees 19 minutes 31 seconds West, a distance of 33.65 feet to a point of reverse curvature;
3. 92.76 feet with the arc of said curve to the right, having a central angle of 32 degrees 12 minutes 35 seconds, a radius of 165.00 feet and a chord that bears South 56 degrees 44 minutes 43 seconds West, a distance of 91.54 feet to a point of compound curvature;
4. 40.40 feet with the arc of said curve to the right, having a central angle of 77 degrees 09 minutes 37 seconds, a radius of 30.00 feet and a chord that bears North 68 degrees 34 minutes 11 seconds West, a distance of 37.42 feet to a point of tangency;
5. North 29 degrees 59 minutes 23 seconds West, a distance of 88.04 feet to the beginning of a curve to the left;
6. 13.53 feet with the arc of said curve to the left, having a central angle of 25 degrees 50 minutes 31 seconds, a radius of 30.00 feet and a chord that bears North 42 degrees 54 minutes 38 seconds West, a distance of 13.42 feet to a point of reverse curvature;
7. 118.19 feet with the arc of said curve to the right, having a central angle of 96 degrees 44 minutes 23 seconds, a radius of 70.00 feet and a chord that bears North 07 degrees 27 minutes 42 seconds West, a distance of 104.64 feet to a point of reverse curvature;
8. 37.12 feet with the arc of said curve to the left, having a central angle of 70 degrees 53 minutes 52 seconds, a radius of 30.00 feet and a chord that bears North 05 degrees 27 minutes 34 seconds East, a distance of 34.80 feet to a point of tangency;
9. North 29 degrees 59 minutes 23 seconds West, a distance of 58.09 feet to the beginning of a curve to the right;
10. 52.43 feet with the arc of said curve to the right, having a central angle of 100 degrees 08 minutes 06 seconds, a radius of 30.00 feet and a chord that bears North 20 degrees 04 minutes 40 seconds East, a distance of 46.01 feet to a point of compound curvature;
11. 59.93 feet with the arc of said curve to the right, having a central angle of 18 degrees 33 minutes 34 seconds, a radius of 185.00 feet and a chord that bears North 79 degrees 25 minutes 30 seconds East, a distance of 59.66 feet to a point of reverse curvature;

12. 50.08 feet with the arc of said curve to the left, having a central angle of 28 degrees 41 minutes 40 seconds, a radius of 100.00 feet and a chord that bears North 74 degrees 21 minutes 27 seconds East, a distance of 49.56 feet to a point of tangency;
13. North 60 degrees 00 minutes 37 seconds East, a distance of 149.60 feet to the beginning of a curve to the right;
14. 76.66 feet with the arc of said curve to the right, having a central angle of 03 degrees 36 minutes 50 seconds, a radius of 1215.45 feet and a chord that bears North 61 degrees 49 minutes 02 seconds East, a distance of 76.65 feet to a point on the westerly line of aforesaid F.B.C.M.U.D. No. 47, for the most northerly corner of the herein described tract;

Thence, with the westerly line of said F.B.C.M.U.D. No. 47, the following four (4) courses:

1. South 53 degrees 16 minutes 31 seconds East, a distance of 38.28 feet to a point for the most easterly corner of the herein described tract;
2. South 03 degrees 30 minutes 57 seconds West, a distance of 103.36 feet to an angle point;
3. South 48 degrees 30 minutes 29 seconds West, a distance of 172.26 feet to an angle point;
4. South 41 degrees 29 minutes 30 seconds East, a distance of 144.79 feet to the Point of Beginning, and containing 2.135 acres of land.

Tract 3
2.049 Acres

Commencing at a 5/8-inch iron rod found for the southeast corner of Lot 11, Block 5, of said Lake Shore Harbour, Sec. 2, said rod being on the westerly line of Fort Bend County Municipal Utility District (F.B.C.M.U.D.) Number 47 and the northerly northeast corner of a 150 foot wide Drainage Basement recorded in Volume 1207, Page 182 of the Fort Bend County Deed Records (F.B.C.D.R.);

Thence, through and across said Lot 11, Block 5, Aldridge Drive (60 feet wide right-of-way (R.O.W.)), per said plat of Lake Shore Harbour, Sec. 2), and said 262.269 acre tract, being the westerly line of said F.B.C.M.U.D. No. 47, the following six (6) courses:

1. North 29 degrees 59 minutes 21 seconds West, a distance of 100.00 feet to the beginning of a non-tangent curve to the left;
2. 255.96 feet with the arc of said curve to the left, having a central angle of 11 degrees 30 minutes 09 seconds, a radius of 1275.00 feet and a chord that bears North 35 degrees 44 minutes 26 seconds West, a distance of 255.53 feet to the point of tangency;

3. North 41 degrees 29 minutes 30 seconds West, a distance of 600.00 feet to an angle point;
4. North 48 degrees 30 minutes 29 seconds East, a distance of 172.26 feet to an angle point;
5. North 03 degrees 30 minutes 57 seconds East, a distance of 103.36 feet to an angle point;
6. North 53 degrees 16 minutes 31 seconds West, a distance of 144.03 feet the southeast corner and **Point of Beginning** of the herein described tract;

Thence, leaving the westerly line of said F.B.C.M.U.D. No. 47, and continuing through and across aforesaid 262.269 acre tract, the following thirteen (13) courses:

1. 191.99 feet with the arc of a non-tangent curve to the right, having a central angle of 10 degrees 31 minutes 31 seconds, a radius of 1045.15 feet and a chord that bears South 66 degrees 11 minutes 27 seconds West, a distance of 191.72 feet to a point of reverse curvature;
2. 54.63 feet with the arc of said curve to the left, having a central angle of 27 degrees 13 minutes 06 seconds, a radius of 115.00 feet and a chord that bears South 57 degrees 50 minutes 39 seconds West, a distance of 54.12 feet to a point of reverse curvature;
3. 62.88 feet with the arc of said curve to the right, having a central angle of 120 degrees 05 minutes 27 seconds, a radius of 30.00 feet and a chord that bears North 75 degrees 43 minutes 11 seconds West, a distance of 51.99 feet to a point of tangency;
4. North 15 degrees 40 minutes 28 seconds West, a distance of 47.10 feet to the beginning of a curve to the left;
5. 34.78 feet with the arc of said curve to the left, having a central angle of 66 degrees 25 minutes 19 seconds, a radius of 30.00 feet and a chord that bears North 48 degrees 53 minutes 07 seconds West, a distance of 32.86 feet to a point of reverse curvature;
6. 122.14 feet with the arc of said curve to the right, having a central angle of 99 degrees 58 minutes 33 seconds, a radius of 70.00 feet and a chord that bears North 32 degrees 06 minutes 30 seconds West, a distance of 107.23 feet to a point of reverse curvature;
7. 34.78 feet with the arc of said curve to the left, having a central angle of 66 degrees 25 minutes 19 seconds, a radius of 30.00 feet and a chord that bears North 15 degrees 19 minutes 52 seconds West, a distance of 32.86 feet to a point of tangency;
8. North 48 degrees 32 minutes 32 seconds West, a distance of 41.86 feet to the beginning of a curve to the right;
9. 51.58 feet with the arc of said curve to the right, having a central angle of 98 degrees 31 minutes 11 seconds, a radius of 30.00 feet and a chord that bears North 00 degrees 43 minutes 04 seconds East, a distance of 45.46 feet to a point of compound curvature;

10. 121.68 feet with the arc of said curve to the right, having a central angle of 42 degrees 15 minutes 05 seconds, a radius of 165.00 feet and a chord that bears North 71 degrees 06 minutes 12 seconds East, a distance of 118.94 feet to a point of reverse curvature;
11. 43.35 feet with the arc of said curve to the left, having a central angle of 22 degrees 35 minutes 32 seconds, a radius of 115.00 feet and a chord that bears North 80 degrees 55 minutes 58 seconds East, a distance of 45.05 feet to a point of compound curvature;
12. 108.89 feet with the arc of said curve to the left, having a central angle of 08 degrees 22 minutes 21 seconds, a radius of 745.16 feet and a chord that bears North 65 degrees 27 minutes 02 seconds East, a distance of 108.79 feet to a point of reverse curvature;
13. 164.61 feet with the arc of said curve to the right, having a central angle of 05 degrees 51 minutes 21 seconds, a radius of 1610.60 feet and a chord that bears North 64 degrees 11 minutes 31 seconds East, a distance of 164.53 feet to a point on the westerly line of aforesaid F.B.C.M.U.D. No. 47, for the most northerly corner of the herein described tract;

Thence, with the westerly line of said F.B.C.M.U.D. No. 47, the following three (3) courses:

1. South 53 degrees 16 minutes 33 seconds East, a distance of 3.57 feet to a point for the northeast corner of the herein described tract;
2. South 36 degrees 43 minutes 27 seconds West, a distance of 265.00 feet to an angle point;
3. South 53 degrees 16 minutes 31 seconds East, a distance of 195.97 feet to the Point of Beginning, and containing 2.049 acres of land.

Tract 4
2.328 Acres

Commencing at a 5/8-inch iron rod found for the southeast corner of Lot 11, Block 5, of said Lake Shore Harbour, Sec. 2, said rod being on the westerly line of Fort Bend County Municipal Utility District (F.B.C.M.U.D.) Number 47 and the northerly northeast corner of a 150 foot wide Drainage Easement recorded in Volume 1207, Page 182 of the Fort Bend County Deed Records (F.B.C.D.R.);

Thence, through and across said Lot 11, Block 5, Aldridge Drive (60 feet wide right-of-way (R.O.W.)), per said plat of Lake Shore Harbour, Sec. 2), and said 262.269 acre tract, being the westerly line of said F.B.C.M.U.D. No. 47, the following eight (8) courses:

1. North 29 degrees 59 minutes 21 seconds West, a distance of 100.00 feet to the beginning of a non-tangent curve to the left;

2. 255.96 feet with the arc of said curve to the left, having a central angle of 11 degrees 30 minutes 09 seconds, a radius of 1275.00 feet and a chord that bears North 35 degrees 44 minutes 26 seconds West, a distance of 255.53 feet to the point of tangency;
3. North 41 degrees 29 minutes 30 seconds West, a distance of 600.00 feet to an angle point;
4. North 48 degrees 30 minutes 29 seconds East, a distance of 172.26 feet to an angle point;
5. North 03 degrees 30 minutes 57 seconds East, a distance of 103.36 feet to an angle point;
6. North 53 degrees 16 minutes 31 seconds West, a distance of 340.00 feet to an angle point;
7. North 36 degrees 43 minutes 27 seconds East, a distance of 265.00 feet to an angle point;
8. North 53 degrees 16 minutes 33 seconds West, a distance of 112.85 feet to the east corner and **Point of Beginning** of the herein described tract;

Thence, leaving the westerly line of said F.B.C.M.U.D. No. 47, and continuing through and across aforesaid 262.269 acre tract, the following sixteen (16) courses:

1. 119.03 feet with the arc of a non-tangent curve to the left, having a central angle of 03 degrees 59 minutes 54 seconds, a radius of 1705.75 feet and a chord that bears South 63 degrees 15 minutes 48 seconds West, a distance of 119.01 feet to a point of reverse curvature;
2. 175.50 feet with the arc of said curve to the right, having a central angle of 15 degrees 28 minutes 13 seconds, a radius of 650.00 feet and a chord that bears South 68 degrees 59 minutes 57 seconds West, a distance of 174.97 feet to a point of tangency;
3. South 76 degrees 44 minutes 04 seconds West, a distance of 11.93 feet to the beginning of a curve to the left;
4. 33.81 feet with the arc of said curve to the left, having a central angle of 19 degrees 22 minutes 12 seconds, a radius of 100.00 feet and a chord that bears South 67 degrees 02 minutes 58 seconds West, a distance of 33.65 feet to a point of reverse curvature;
5. 35.28 feet with the arc of said curve to the right, having a central angle of 12 degrees 14 minutes 59 seconds, a radius of 165.00 feet and a chord that bears South 63 degrees 29 minutes 21 seconds West, a distance of 35.21 feet to a point of compound curvature;
6. 50.52 feet with the arc of said curve to the right, having a central angle of 96 degrees 29 minutes 41 seconds, a radius of 30.00 feet and a chord that bears North 62 degrees 08 minutes 19 seconds West, a distance of 44.76 feet to a point of tangency;
7. North 13 degrees 53 minutes 28 seconds West, a distance of 44.70 feet to the beginning of a curve to the left;

8. 33.21 feet with the arc of said curve to the left, having a central angle of 63 degrees 25 minutes 46 seconds, a radius of 30.00 feet and a chord that bears North 45 degrees 36 minutes 21 seconds West, a distance of 31.54 feet to a point of reverse curvature;
9. 109.83 feet with the arc of said curve to the right, having a central angle of 89 degrees 53 minutes 49 seconds, a radius of 70.00 feet and a chord that bears North 32 degrees 22 minutes 20 seconds West, a distance of 98.91 feet to a point of reverse curvature;
10. 13.53 feet with the arc of said curve to the left, having a central angle of 25 degrees 50 minutes 31 seconds, a radius of 30.00 feet and a chord that bears North 00 degrees 20 minutes 41 seconds West, a distance of 13.42 feet to a point of tangency;
11. North 13 degrees 15 minutes 56 seconds West, a distance of 88.04 feet to the beginning of a curve to the right;
12. 40.40 feet with the arc of said curve to the right, having a central angle of 77 degrees 09 minutes 37 seconds, a radius of 30.00 feet and a chord that bears North 25 degrees 18 minutes 53 seconds East, a distance of 37.42 feet to a point of compound curvature;
13. 92.76 feet with the arc of said curve to the right, having a central angle of 32 degrees 12 minutes 35 seconds, a radius of 165.00 feet and a chord that bears North 79 degrees 59 minutes 59 seconds East, a distance of 91.54 feet to a point of reverse curvature;
14. 33.81 feet with the arc of said curve to the left, having a central angle of 19 degrees 22 minutes 12 seconds, a radius of 100.00 feet and a chord that bears North 86 degrees 25 minutes 10 seconds East, a distance of 33.65 feet to a point of tangency;
15. North 76 degrees 44 minutes 04 seconds East, a distance of 11.93 feet to the beginning of a curve to the left;
16. 74.29 feet with the arc of said curve to the left, having a central angle of 12 degrees 09 minutes 44 seconds, a radius of 350.00 feet and a chord that bears North 70 degrees 39 minutes 12 seconds East, a distance of 74.16 feet to a point on the westerly line of aforesaid F.B.C.M.U.D. No. 47, for the most northerly corner of the herein described tract;

Thence, with the westerly line of said F.B.C.M.U.D. No. 47, South 53 degrees 16 minutes 33 seconds East, a distance of 334.99 feet to the **Point of Beginning**, and containing 2.326 acres of land.

Tract 5
2.523 Acres

Commencing at a 5/8-inch iron rod found for the southeast corner of Lot 11, Block 5, of said Lake Shore Harbour, Sec. 2, said rod being on the westerly line of Fort Bend County Municipal Utility District (F.B.C.M.U.D.) Number 47 and the northerly northeast corner of a 150 foot wide Drainage Easement recorded in Volume 1207, Page 182 of the Fort Bend County Deed Records (F.B.C.D.R.);

Thence, through and across said Lot 11, Block 5, Aldridge Drive (60 feet wide right-of-way (R.O.W.), per said plat of Lake Shore Harbour, Sec. 2), and said 262.269 acre tract, being the westerly line of said F.B.C.M.U.D. No. 47, the following eight (8) courses:

1. North 29 degrees 59 minutes 21 seconds West, a distance of 100.00 feet to the beginning of a non-tangent curve to the left;
2. 255.96 feet with the arc of said curve to the left, having a central angle of 11 degrees 30 minutes 09 seconds, a radius of 1275.00 feet and a chord that bears North 35 degrees 44 minutes 26 seconds West, a distance of 255.53 feet to the point of tangency;
3. North 41 degrees 29 minutes 30 seconds West, a distance of 600.00 feet to an angle point;
4. North 48 degrees 30 minutes 29 seconds East, a distance of 172.26 feet to an angle point;
5. North 03 degrees 30 minutes 57 seconds East, a distance of 103.36 feet to an angle point;
6. North 53 degrees 16 minutes 31 seconds West, a distance of 340.00 feet to an angle point;
7. North 36 degrees 43 minutes 27 seconds East, a distance of 265.00 feet to an angle point;
8. North 53 degrees 16 minutes 33 seconds West, a distance of 569.64 feet to the southeast corner and **Point of Beginning** of the herein described tract;

Thence, leaving the westerly line of said F.B.C.M.U.D. No. 47, and continuing through and across aforesaid 262.269 acre tract, the following six (6) courses:

1. South 77 degrees 08 minutes 20 seconds West, a distance of 78.17 feet to the beginning of a curve to the left;
2. 18.92 feet with the arc of said curve to the left, having a central angle of 12 degrees 02 minutes 45 seconds, a radius of 90.00 feet and a chord that bears South 71 degrees 06 minutes 58 seconds West, a distance of 18.89 feet to a point of reverse curvature;
3. 364.76 feet with the arc of said curve to the right, having a central angle of 126 degrees 39 minutes 48 seconds, a radius of 165.00 feet and a chord that bears North 51 degrees 34 minutes 31 seconds West, a distance of 294.89 feet to a point of reverse curvature;
4. 20.31 feet with the arc of said curve to the left, having a central angle of 11 degrees 38 minutes 23 seconds, a radius of 100.00 feet and a chord that bears North 05 degrees 56 minutes 12 seconds East, a distance of 20.28 feet to a point of tangency;
5. North 00 degrees 07 minutes 00 seconds East, a distance of 386.78 feet to the northwest corner of the herein described tract;

6. South 89 degrees 52 minutes 59 seconds East, a distance of 156.48 feet to a point on the westerly line of aforesaid F.B.C.M.U.D. No. 47, for the northeast corner of the herein described tract;

Thence, with the westerly line of said F.B.C.M.U.D. No. 47, the following three (3) courses:

1. South 00 degrees 01 minutes 33 seconds East, a distance of 242.38 feet to the beginning of a curve to the left;
2. 371.76 feet with the arc of said curve to the left, having a central angle of 53 degrees 15 minutes 00 seconds, a radius of 400.00 feet and a chord that bears South 26 degrees 39 minutes 03 seconds East, a distance of 358.52 feet to a point of tangency;
3. South 53 degrees 16 minutes 33 seconds East, a distance of 6.00 feet to the **Point of Beginning**, and containing 2.523 acres of land.

Area Summary

Tract 1 = 3.055 Acres

Tract 2 = 2.135 Acres

Tract 3 = 2.049 Acres


Tract 4 = 2.328 Acres

Tract 5 = 2.523 Acres

Total = 12.090 Acres

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

An exhibit of the subject tract, dated November 26, 2008, has been prepared by the surveyor and accompanies this description.


Carolyn J. Quinn, R.P.L.S.
Texas Registration No. 6033



MILLER SURVEY GROUP
Ph: (713) 413-1900
November 26, 2008
Last Revised: January 22, 2009
081452-R



**Council Agenda Item
February 16, 2009**

10. CONSIDERATION OF ORDINANCES

- (d) Consider an ordinance of the City of Missouri City, Texas, **changing the boundaries of Reinvestment Zone Number Two, City of Missouri City**; by the exclusion of **12.090 acres** of land in **Lakeshore Harbour**; containing findings and provisions related to the foregoing subject; providing for severability; and to **consider the ordinance on the second and final reading.**

Background information attached as follows:

Cover Memo

Ordinance

Changes Marked

Petition for Consent MUD 47

Petition for Annexation Vicksburg Estates

Certificate of Authority

"No Registered Voters" Letter

CERTIFICATE OF AUTHORITY

The undersigned hereby certifies as follows:

That Clinton F. Wong, as President of Greatmark International, Inc., the sole partner of Vicksburg Estates, Ltd., a Texas limited partnership, was authorized on January 19, 2009 to execute a Petition for Annexation of 12.090 acres of land and on January 19, 2009 to execute a Petition for Consent to Annex 12.090 acres of land into Fort Bend County Municipal Utility District No. 47 on behalf the limited partnership.

In witness whereof, I hereunto subscribe my name on this the 19th day of January, 2009.

VICKSBURG ESTATES, LTD.
a Texas limited partnership

By: Greatmark International, Inc.
Its: sole partner

By: 

Name: Phillip Peacock

Title: Secretary



**Council Agenda Item
February 16, 2009**

10. CONSIDERATION OF ORDINANCES

- (d) Consider an ordinance of the City of Missouri City, Texas, **changing the boundaries of Reinvestment Zone Number Two, City of Missouri City**; by the exclusion of **12.090 acres** of land in **Lakeshore Harbour**; containing findings and provisions related to the foregoing subject; providing for severability; and to **consider the ordinance on the second and final reading.**

Background information attached as follows:

Cover Memo

Ordinance

Changes Marked

Petition for Consent MUD 47

Petition for Annexation Vicksburg Estates

Certificate of Authority

“No Registered Voters” Letter

Greatmark International, Inc.

1616 Voss, Suite 618 Houston, Texas 77057 713-978-5900 Ph. 713-978-5944 Fx.

January 19, 2009

Board of Directors
Fort Bend County Municipal Utility District No. 47
c/o Johnson Radcliffe Petrov LLP
1001 McKinney, Suite 1000
Houston, TX 77002-6424

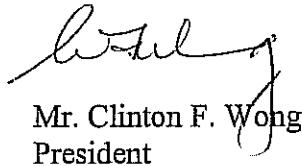
Re: Annexation of 12.090 Acres to Fort Bend County Municipal Utility
District No. 47

Gentlemen:

This letter is to certify that there are no registered voters currently residing on the five (5) tracts totaling 12.090 acres owned by Vicksburg Estates, Ltd. to be annexed by Fort Bend County Municipal Utility District No. 47.

There are no lienholders.

Sincerely,



Mr. Clinton F. Wong
President



**Council Agenda Item
February 16, 2009**

11. CONSIDERATION OF RESOLUTIONS

- (a) Consider a resolution of the City Council of the City of Missouri City, Texas, granting consent to **Fort Bend County Municipal Utility District No. 47** to **annex** certain land situated within the corporate limits of the City of Missouri City, Texas.

Background information attached as follows:

Cover Memo

Resolution

The background information referenced below may also be found as background for agenda item 10(d).

Petition for Consent MUD 47

Petition for Annexation Vicksburg Estates

Certificate of Authority

"No Registered Voters" Letter



**Council Agenda Item Cover Memo
February 16, 2009**

To: Mayor and City Council
Agenda Item: 11a Resolution consenting to the annexation of 12.090 acres of land to Fort Bend County Municipal Utility District No. 47
Submitted by: Gary W. Smith, First Assistant City Attorney

SYNOPSIS

This resolution consents to the annexation of 12.090 acres of land into Fort Bend County Municipal Utility District No. 47.

BACKGROUND

The City has received a petition from Fort Bend County Municipal Utility District No. 47 and from Vicksburg Estates, Ltd., the owners of the property, grant consent to the annexation of 12.090 acres of land into the MUD 47. The proposed annexation would provide for the efficient provision of utility construction and service to a portion of Lake Shore Harbour that was previously divided between MUD 47 and TIRZ 2. This is the same property proposed to be excluded from TIRZ 2 to allow for the more efficient development of the property.

STAFF'S RECOMMENDATION

Grant consent to the annexation of said acreage into Fort Bend County Municipal Utility District No. 47.

**Frank Simpson
City Manager**

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT

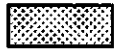
PROPOSED ANNEXATION OF
12.090 ACRES OF LAND
HARRIS COUNTY KEY MAP:
610P, 610T

F.B.C.M.U.D.
#47
ANNEXATION

LEGEND:

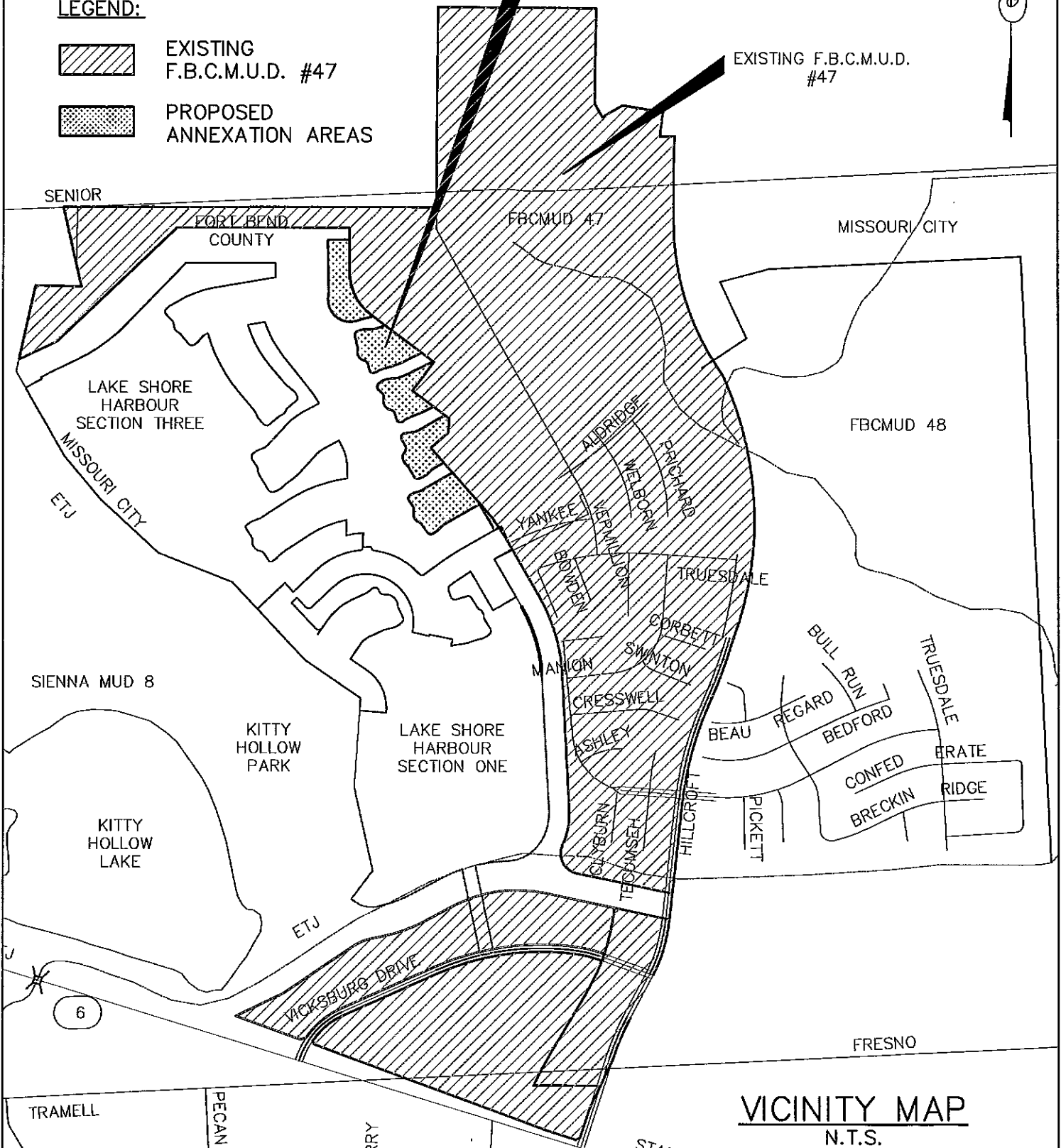


EXISTING
F.B.C.M.U.D. #47



PROPOSED
ANNEXATION AREAS

EXISTING F.B.C.M.U.D.
#47



RESOLUTION NO. R-09-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, GRANTING CONSENT TO FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 47 TO ANNEX CERTAIN LAND SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF MISSOURI CITY, TEXAS.

* * * * *

WHEREAS, on November 24, 2008, a petition for consent to annex land lying within the corporate limits of the City of Missouri City, Texas, to the Fort Bend County Municipal Utility District No. 47 (the "District") was submitted to the City of Missouri City; and

WHEREAS, said petition, attached hereto and incorporated herein, was duly executed by the Board of Directors of the District; and

WHEREAS, Skymark Development, the holder to title to the land have also petitioned that the land be added to the District; and

WHEREAS, the land sought to be annexed to the District contains an area of approximately 12.090 acres of land, more or less, situated wholly within the boundaries of the City of Missouri City and the County of Fort Bend, Texas, and more particularly described by metes and bounds in Exhibit "A" attached to said petition, and

WHEREAS, after due consideration, it is the opinion of the City Council that consent to the annexation of additional territory into the District should be given; now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

Section 1. The facts and recitals set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2. The City of Missouri City, Texas, hereby consents to the annexation to Fort Bend County Municipal Utility District No. 47, of a tract of land, situated wholly within the corporate limits of the City of Missouri City, Texas, containing a total of 12.090 acres, more or less, and more particularly described by metes and bounds in Exhibit "A" to the petition for consent to annex such land, which petition is attached hereto and made a part hereof for all purposes.

Section 3. Any and all resolutions or parts of resolutions relating to the creation, annexation or operation of Fort Bend County Municipal Utility District No. 47 inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

PASSED, APPROVED and ADOPTED this ____ day of February, 2009.

Allen Owen, Mayor

ATTEST:

APPROVED AS TO FORM:

Patrice Fogarty, City Secretary

Caroline Kelley, City Attorney

County: Fort Bend
Project: Lake Shore Harbour -F.B.C.M.U.D. #47
M.S.G. No.: 081452-R
Job Number: 182-TIRZ

FIELD NOTES FOR 12.090 ACRES OF LAND

Being a 5 tracts of land totaling 12.090 acres, located in the Elijah Roark League, A-77; said 12.090 acre tract being out of the remainder of a called 262.269 acre tract of land recorded in the name of Vicksburg Estates, Ltd. in Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 1999082607; said 12.090 acre tract being more particularly described by metes and bounds as follows; (bearings are referenced to the plat of Lake Shore Harbour, Sec. 2, recorded under Slide Numbers 2425B and 2426A, of the Fort Bend County Plat Records (F.B.C.P.R.)):

Tract 1
3.055 Acres

Commencing at a 5/8-inch iron rod found for the southeast corner of Lot 11, Block 5, of said Lake Shore Harbour, Sec. 2, said rod being on the westerly line of Fort Bend County Municipal Utility District (F.B.C.M.U.D.) Number 47 and the northerly northeast corner of a 150 foot wide Drainage Easement recorded in Volume 1207, Page 182 of the Fort Bend County Deed Records (F.B.C.D.R.);

Thence, through and across said Lot 11, Block 5 and Aldridge Drive (60 feet wide right-of-way (R.O.W.), per said plat of Lake Shore Harbour, Sec. 2), being the westerly line of said F.B.C.M.U.D. No. 47, the following two (2) courses:

1. North 29 degrees 59 minutes 21 seconds West, a distance of 100.00 feet to the beginning of a curve to the left;
2. 84.92 feet with the arc of said curve to the left, having a central angle of 03 degrees 48 minutes 58 seconds, a radius of 1275.00 feet and a chord that bears North 31 degrees 53 minutes 50 seconds West, a distance of 84.91 feet to a point on the northwesterly R.O.W. line of said Aldridge Drive, for the most easterly corner and **Point of Beginning** of the herein described tract;

Thence, with the northwesterly R.O.W. line of said Aldridge Drive, the following two (2) courses:

1. 9.82 feet with the arc of a non-tangent curve to the left, having a central angle of 01 degrees 42 minutes 20 seconds, a radius of 330.00 feet and a chord that bears South 60 degrees 51 minutes 49 seconds West, a distance of 9.82 feet to a point of tangency;
2. South 60 degrees 00 minutes 39 seconds West, a distance of 27.40 feet to a point for corner;

Thence, through and across aforesaid 262.269 acre tract, the following sixteen (16) courses:

1. North 29 degrees 59 minutes 21 seconds West, a distance of 220.16 feet to a point for corner;
2. South 60 degrees 00 minutes 37 seconds West, a distance of 291.19 feet to the beginning of a curve to the left;
3. 11.02 feet with the arc of said curve to the left, having a central angle of 00 degrees 20 minutes 50 seconds, a radius of 1817.87 feet and a chord that bears South 59 degrees 50 minutes 12 seconds West, a distance of 11.02 feet to a point of compound curvature;
4. 36.28 feet with the arc of said curve to the left, having a central angle of 20 degrees 47 minutes 10 seconds, a radius of 100.00 feet and a chord that bears South 49 degrees 16 minutes 12 seconds West, a distance of 36.08 feet to a point of reverse curvature;
5. 73.15 feet with the arc of said curve to the right, having a central angle of 25 degrees 24 minutes 00 seconds, a radius of 165.00 feet and a chord that bears South 51 degrees 34 minutes 37 seconds West, a distance of 72.55 feet to a point of compound curvature;
6. 42.67 feet with the arc of said curve to the right, having a central angle of 81 degrees 29 minutes 13 seconds, a radius of 30.00 feet and a chord that bears North 74 degrees 59 minutes 03 seconds West, a distance of 39.16 feet to a point of tangency;
7. North 34 degrees 14 minutes 27 seconds West, a distance of 73.51 feet to the beginning of a curve to the left;
8. 19.31 feet with the arc of said curve to the left, having a central angle of 36 degrees 52 minutes 19 seconds, a radius of 30.00 feet and a chord that bears North 52 degrees 40 minutes 36 seconds West, a distance of 18.97 feet to a point of reverse curvature;
9. 110.25 feet with the arc of said curve to the right, having a central angle of 90 degrees 14 minutes 35 seconds, a radius of 70.00 feet and a chord that bears North 25 degrees 59 minutes 28 seconds West, a distance of 99.20 feet to a point of reverse curvature;
10. 27.65 feet with the arc of said curve to the left, having a central angle of 52 degrees 48 minutes 08 seconds, a radius of 30.00 feet and a chord that bears North 07 degrees 16 minutes 14 seconds West, a distance of 26.68 feet to a point of tangency;
11. North 33 degrees 40 minutes 18 seconds West, a distance of 55.34 feet to the beginning of a curve to the right;
12. 47.02 feet with the arc of said curve to the right, having a central angle of 89 degrees 48 minutes 22 seconds, a radius of 30.00 feet and a chord that bears North 11 degrees 13 minutes 53 seconds East, a distance of 42.35 feet to a point of compound curvature;

13. 61.63 feet with the arc of said curve to the right, having a central angle of 21 degrees 24 minutes 03 seconds, a radius of 165.00 feet and a chord that bears North 66 degrees 50 minutes 05 seconds East, a distance of 61.27 feet to a point of reverse curvature;
14. 31.77 feet with the arc of said curve to the left, having a central angle of 18 degrees 12 minutes 03 seconds, a radius of 100.00 feet and a chord that bears North 68 degrees 26 minutes 06 seconds East, a distance of 31.63 feet to a point of reverse curvature;
15. 24.98 feet with the arc of said curve to the right, having a central angle of 00 degrees 40 minutes 33 seconds, a radius of 2117.87 feet and a chord that bears North 59 degrees 40 minutes 21 seconds East, a distance of 24.98 feet to a point of tangency;
16. North 60 degrees 00 minutes 37 seconds East, a distance of 234.22 feet to a point on the westerly line of aforesaid F.B.C.M.U.D. No. 47, for the north corner of the herein described tract;

Thence, with the westerly line of said F.B.C.M.U.D. No. 47, the following two (2) courses:

1. South 41 degrees 29 minutes 30 seconds East, a distance of 358.11 feet to the beginning of a curve to the right;
2. 171.04 feet along the arc of said curve to the right, having a central angle of 07 degrees 41 minutes 11 seconds, a radius of 1275.00 feet and a chord that bears South 37 degrees 38 minutes 55 seconds East, a distance of 170.92 feet to the **Point of Beginning**, and containing 3.055 acres of land.

Tract 2
2.135 Acres

Commencing at a 5/8-inch iron rod found for the southeast corner of Lot 11, Block 5, of said Lake Shore Harbour, Sec. 2, said rod being on the westerly line of Fort Bend County Municipal Utility District (F.B.C.M.U.D.) Number 47 and the northerly northeast corner of a 150 foot wide Drainage Easement recorded in Volume 1207, Page 182 of the Fort Bend County Deed Records (F.B.C.D.R.);

Thence, through and across said Lot 11, Block 5, Aldridge Drive (60 feet wide right-of-way (R.O.W.)), per said plat of Lake Shore Harbour, Sec. 2), and said 262.269 acre tract, being the westerly line of said F.B.C.M.U.D. No. 47, the following three (3) courses:

1. North 29 degrees 59 minutes 21 seconds West, a distance of 100.00 feet to the beginning of a curve to the left;
2. 255.96 feet with the arc of said curve to the left, having a central angle of 11 degrees 30 minutes 09 seconds, a radius of 1275.00 feet and a chord that bears North 35 degrees 44 minutes 26 seconds West, a distance of 255.53 feet to the point of tangency;

3. North 41 degrees 29 minutes 30 seconds West, a distance of 455.20 feet to the most southerly southeast corner and **Point of Beginning** of the herein described tract;

Thence, leaving the westerly line of said F.B.C.M.U.D. No. 47, and continuing through and across aforesaid 262.269 acre tract, the following fourteen (14) courses:

1. South 60 degrees 00 minutes 37 seconds West, a distance of 93.31 feet to the beginning of a curve to the left;
2. 33.81 feet with the arc of said curve to the left, having a central angle of 19 degrees 22 minutes 12 seconds, a radius of 100.00 feet and a chord that bears South 50 degrees 19 minutes 31 seconds West, a distance of 33.65 feet to a point of reverse curvature;
3. 92.76 feet with the arc of said curve to the right, having a central angle of 32 degrees 12 minutes 35 seconds, a radius of 165.00 feet and a chord that bears South 56 degrees 44 minutes 43 seconds West, a distance of 91.54 feet to a point of compound curvature;
4. 40.40 feet with the arc of said curve to the right, having a central angle of 77 degrees 09 minutes 37 seconds, a radius of 30.00 feet and a chord that bears North 68 degrees 34 minutes 11 seconds West, a distance of 37.42 feet to a point of tangency;
5. North 29 degrees 59 minutes 23 seconds West, a distance of 88.04 feet to the beginning of a curve to the left;
6. 13.53 feet with the arc of said curve to the left, having a central angle of 25 degrees 50 minutes 31 seconds, a radius of 30.00 feet and a chord that bears North 42 degrees 54 minutes 38 seconds West, a distance of 13.42 feet to a point of reverse curvature;
7. 118.19 feet with the arc of said curve to the right, having a central angle of 96 degrees 44 minutes 23 seconds, a radius of 70.00 feet and a chord that bears North 07 degrees 27 minutes 42 seconds West, a distance of 104.64 feet to a point of reverse curvature;
8. 37.12 feet with the arc of said curve to the left, having a central angle of 70 degrees 53 minutes 52 seconds, a radius of 30.00 feet and a chord that bears North 05 degrees 27 minutes 34 seconds East, a distance of 34.80 feet to a point of tangency;
9. North 29 degrees 59 minutes 23 seconds West, a distance of 58.09 feet to the beginning of a curve to the right;
10. 52.43 feet with the arc of said curve to the right, having a central angle of 100 degrees 08 minutes 06 seconds, a radius of 30.00 feet and a chord that bears North 20 degrees 04 minutes 40 seconds East, a distance of 46.01 feet to a point of compound curvature;
11. 59.93 feet with the arc of said curve to the right, having a central angle of 18 degrees 33 minutes 34 seconds, a radius of 185.00 feet and a chord that bears North 79 degrees 25 minutes 30 seconds East, a distance of 59.66 feet to a point of reverse curvature;

12. 50.08 feet with the arc of said curve to the left, having a central angle of 28 degrees 41 minutes 40 seconds, a radius of 100.00 feet and a chord that bears North 74 degrees 21 minutes 27 seconds East, a distance of 49.56 feet to a point of tangency;
13. North 60 degrees 00 minutes 37 seconds East, a distance of 149.60 feet to the beginning of a curve to the right;
14. 76.66 feet with the arc of said curve to the right, having a central angle of 03 degrees 36 minutes 50 seconds, a radius of 1215.45 feet and a chord that bears North 61 degrees 49 minutes 02 seconds East, a distance of 76.65 feet to a point on the westerly line of aforesaid F.B.C.M.U.D. No. 47, for the most northerly corner of the herein described tract;

Thence, with the westerly line of said F.B.C.M.U.D. No. 47, the following four (4) courses:

1. South 53 degrees 16 minutes 31 seconds East, a distance of 38.28 feet to a point for the most easterly corner of the herein described tract;
2. South 03 degrees 30 minutes 57 seconds West, a distance of 103.36 feet to an angle point;
3. South 48 degrees 30 minutes 29 seconds West, a distance of 172.26 feet to an angle point;
4. South 41 degrees 29 minutes 30 seconds East, a distance of 144.79 feet to the **Point of Beginning**, and containing 2.135 acres of land.

Tract 3
2.049 Acres

Commencing at a 5/8-inch iron rod found for the southeast corner of Lot 11, Block 5, of said Lake Shore Harbour, Sec. 2, said rod being on the westerly line of Fort Bend County Municipal Utility District (F.B.C.M.U.D.) Number 47 and the northerly northeast corner of a 150 foot wide Drainage Easement recorded in Volume 1207, Page 182 of the Fort Bend County Deed Records (F.B.C.D.R.);

Thence, through and across said Lot 11, Block 5, Aldridge Drive (60 feet wide right-of-way (R.O.W.), per said plat of Lake Shore Harbour, Sec. 2), and said 262.269 acre tract, being the westerly line of said F.B.C.M.U.D. No. 47, the following six (6) courses:

1. North 29 degrees 59 minutes 21 seconds West, a distance of 100.00 feet to the beginning of a non-tangent curve to the left;
2. 255.96 feet with the arc of said curve to the left, having a central angle of 11 degrees 30 minutes 09 seconds, a radius of 1275.00 feet and a chord that bears North 35 degrees 44 minutes 26 seconds West, a distance of 255.53 feet to the point of tangency;

3. North 41 degrees 29 minutes 30 seconds West, a distance of 600.00 feet to an angle point;
4. North 48 degrees 30 minutes 29 seconds East, a distance of 172.26 feet to an angle point;
5. North 03 degrees 30 minutes 57 seconds East, a distance of 103.36 feet to an angle point;
6. North 53 degrees 16 minutes 31 seconds West, a distance of 144.03 feet the southeast corner and **Point of Beginning** of the herein described tract;

Thence, leaving the westerly line of said F.B.C.M.U.D. No. 47, and continuing through and across aforesaid 262.269 acre tract, the following thirteen (13) courses:

1. 191.99 feet with the arc of a non-tangent curve to the right, having a central angle of 10 degrees 31 minutes 31 seconds, a radius of 1045.15 feet and a chord that bears South 66 degrees 11 minutes 27 seconds West, a distance of 191.72 feet to a point of reverse curvature;
2. 54.63 feet with the arc of said curve to the left, having a central angle of 27 degrees 13 minutes 06 seconds, a radius of 115.00 feet and a chord that bears South 57 degrees 50 minutes 39 seconds West, a distance of 54.12 feet to a point of reverse curvature;
3. 62.88 feet with the arc of said curve to the right, having a central angle of 120 degrees 05 minutes 27 seconds, a radius of 30.00 feet and a chord that bears North 75 degrees 43 minutes 11 seconds West, a distance of 51.99 feet to a point of tangency;
4. North 15 degrees 40 minutes 28 seconds West, a distance of 47.10 feet to the beginning of a curve to the left;
5. 34.78 feet with the arc of said curve to the left, having a central angle of 66 degrees 25 minutes 19 seconds, a radius of 30.00 feet and a chord that bears North 48 degrees 53 minutes 07 seconds West, a distance of 32.86 feet to a point of reverse curvature;
6. 122.14 feet with the arc of said curve to the right, having a central angle of 99 degrees 58 minutes 33 seconds, a radius of 70.00 feet and a chord that bears North 32 degrees 06 minutes 30 seconds West, a distance of 107.23 feet to a point of reverse curvature;
7. 34.78 feet with the arc of said curve to the left, having a central angle of 66 degrees 25 minutes 19 seconds, a radius of 30.00 feet and a chord that bears North 15 degrees 19 minutes 52 seconds West, a distance of 32.86 feet to a point of tangency;
8. North 48 degrees 32 minutes 32 seconds West, a distance of 41.86 feet to the beginning of a curve to the right;
9. 51.58 feet with the arc of said curve to the right, having a central angle of 98 degrees 31 minutes 11 seconds, a radius of 30.00 feet and a chord that bears North 00 degrees 43 minutes 04 seconds East, a distance of 45.46 feet to a point of compound curvature;

10. 121.68 feet with the arc of said curve to the right, having a central angle of 42 degrees 15 minutes 05 seconds, a radius of 165.00 feet and a chord that bears North 71 degrees 06 minutes 12 seconds East, a distance of 118.94 feet to a point of reverse curvature;
11. 43.35 feet with the arc of said curve to the left, having a central angle of 22 degrees 35 minutes 32 seconds, a radius of 115.00 feet and a chord that bears North 80 degrees 55 minutes 58 seconds East, a distance of 45.05 feet to a point of compound curvature;
12. 108.89 feet with the arc of said curve to the left, having a central angle of 08 degrees 22 minutes 21 seconds, a radius of 745.16 feet and a chord that bears North 65 degrees 27 minutes 02 seconds East, a distance of 108.79 feet to a point of reverse curvature;
13. 164.61 feet with the arc of said curve to the right, having a central angle of 05 degrees 51 minutes 21 seconds, a radius of 1610.60 feet and a chord that bears North 64 degrees 11 minutes 31 seconds East, a distance of 164.53 feet to a point on the westerly line of aforesaid F.B.C.M.U.D. No. 47, for the most northerly corner of the herein described tract;

Thence, with the westerly line of said F.B.C.M.U.D. No. 47, the following three (3) courses:

1. South 53 degrees 16 minutes 33 seconds East, a distance of 3.57 feet to a point for the northeast corner of the herein described tract;
2. South 36 degrees 43 minutes 27 seconds West, a distance of 265.00 feet to an angle point;
3. South 53 degrees 16 minutes 31 seconds East, a distance of 195.97 feet to the **Point of Beginning**, and containing 2.049 acres of land.

Tract 4
2.328 Acres

Commencing at a 5/8-inch iron rod found for the southeast corner of Lot 11, Block 5, of said Lake Shore Harbour, Sec. 2, said rod being on the westerly line of Fort Bend County Municipal Utility District (F.B.C.M.U.D.) Number 47 and the northerly northeast corner of a 150 foot wide Drainage Easement recorded in Volume 1207, Page 182 of the Fort Bend County Deed Records (F.B.C.D.R.);

Thence, through and across said Lot 11, Block 5, Aldridge Drive (60 feet wide right-of-way (R.O.W.)), per said plat of Lake Shore Harbour, Sec. 2), and said 262.269 acre tract, being the westerly line of said F.B.C.M.U.D. No. 47, the following eight (8) courses:

1. North 29 degrees 59 minutes 21 seconds West, a distance of 100.00 feet to the beginning of a non-tangent curve to the left;

2. 255.96 feet with the arc of said curve to the left, having a central angle of 11 degrees 30 minutes 09 seconds, a radius of 1275.00 feet and a chord that bears North 35 degrees 44 minutes 26 seconds West, a distance of 255.53 feet to the point of tangency;
3. North 41 degrees 29 minutes 30 seconds West, a distance of 600.00 feet to an angle point;
4. North 48 degrees 30 minutes 29 seconds East, a distance of 172.26 feet to an angle point;
5. North 03 degrees 30 minutes 57 seconds East, a distance of 103.36 feet to an angle point;
6. North 53 degrees 16 minutes 31 seconds West, a distance of 340.00 feet to an angle point;
7. North 36 degrees 43 minutes 27 seconds East, a distance of 265.00 feet to an angle point;
8. North 53 degrees 16 minutes 33 seconds West, a distance of 112.85 feet to the east corner and **Point of Beginning** of the herein described tract;

Thence, leaving the westerly line of said F.B.C.M.U.D. No. 47, and continuing through and across aforesaid 262.269 acre tract, the following sixteen (16) courses:

1. 119.03 feet with the arc of a non-tangent curve to the left, having a central angle of 03 degrees 59 minutes 54 seconds, a radius of 1705.75 feet and a chord that bears South 63 degrees 15 minutes 48 seconds West, a distance of 119.01 feet to a point of reverse curvature;
2. 175.50 feet with the arc of said curve to the right, having a central angle of 15 degrees 28 minutes 13 seconds, a radius of 650.00 feet and a chord that bears South 68 degrees 59 minutes 57 seconds West, a distance of 174.97 feet to a point of tangency;
3. South 76 degrees 44 minutes 04 seconds West, a distance of 11.93 feet to the beginning of a curve to the left;
4. 33.81 feet with the arc of said curve to the left, having a central angle of 19 degrees 22 minutes 12 seconds, a radius of 100.00 feet and a chord that bears South 67 degrees 02 minutes 58 seconds West, a distance of 33.65 feet to a point of reverse curvature;
5. 35.28 feet with the arc of said curve to the right, having a central angle of 12 degrees 14 minutes 59 seconds, a radius of 165.00 feet and a chord that bears South 63 degrees 29 minutes 21 seconds West, a distance of 35.21 feet to a point of compound curvature;
6. 50.52 feet with the arc of said curve to the right, having a central angle of 96 degrees 29 minutes 41 seconds, a radius of 30.00 feet and a chord that bears North 62 degrees 08 minutes 19 seconds West, a distance of 44.76 feet to a point of tangency;
7. North 13 degrees 53 minutes 28 seconds West, a distance of 44.70 feet to the beginning of a curve to the left;

8. 33.21 feet with the arc of said curve to the left, having a central angle of 63 degrees 25 minutes 46 seconds, a radius of 30.00 feet and a chord that bears North 45 degrees 36 minutes 21 seconds West, a distance of 31.54 feet to a point of reverse curvature;
9. 109.83 feet with the arc of said curve to the right, having a central angle of 89 degrees 53 minutes 49 seconds, a radius of 70.00 feet and a chord that bears North 32 degrees 22 minutes 20 seconds West, a distance of 98.91 feet to a point of reverse curvature;
10. 13.53 feet with the arc of said curve to the left, having a central angle of 25 degrees 50 minutes 31 seconds, a radius of 30.00 feet and a chord that bears North 00 degrees 20 minutes 41 seconds West, a distance of 13.42 feet to a point of tangency;
11. North 13 degrees 15 minutes 56 seconds West, a distance of 88.04 feet to the beginning of a curve to the right;
12. 40.40 feet with the arc of said curve to the right, having a central angle of 77 degrees 09 minutes 37 seconds, a radius of 30.00 feet and a chord that bears North 25 degrees 18 minutes 53 seconds East, a distance of 37.42 feet to a point of compound curvature;
13. 92.76 feet with the arc of said curve to the right, having a central angle of 32 degrees 12 minutes 35 seconds, a radius of 165.00 feet and a chord that bears North 79 degrees 59 minutes 59 seconds East, a distance of 91.54 feet to a point of reverse curvature;
14. 33.81 feet with the arc of said curve to the left, having a central angle of 19 degrees 22 minutes 12 seconds, a radius of 100.00 feet and a chord that bears North 86 degrees 25 minutes 10 seconds East, a distance of 33.65 feet to a point of tangency;
15. North 76 degrees 44 minutes 04 seconds East, a distance of 11.93 feet to the beginning of a curve to the left;
16. 74.29 feet with the arc of said curve to the left, having a central angle of 12 degrees 09 minutes 44 seconds, a radius of 350.00 feet and a chord that bears North 70 degrees 39 minutes 12 seconds East, a distance of 74.16 feet to a point on the westerly line of aforesaid F.B.C.M.U.D. No. 47, for the most northerly corner of the herein described tract;

Thence, with the westerly line of said F.B.C.M.U.D. No. 47, South 53 degrees 16 minutes 33 seconds East, a distance of 334.99 feet to the **Point of Beginning**, and containing 2.326 acres of land.

Tract 5
2.523 Acres

Commencing at a 5/8-inch iron rod found for the southeast corner of Lot 11, Block 5, of said Lake Shore Harbour, Sec. 2, said rod being on the westerly line of Fort Bend County Municipal Utility District (F.B.C.M.U.D.) Number 47 and the northerly northeast corner of a 150 foot wide Drainage Easement recorded in Volume 1207, Page 182 of the Fort Bend County Deed Records (F.B.C.D.R.);

Thence, through and across said Lot 11, Block 5, Aldridge Drive (60 feet wide right-of-way (R.O.W.)), per said plat of Lake Shore Harbour, Sec. 2), and said 262.269 acre tract, being the westerly line of said F.B.C.M.U.D. No. 47, the following eight (8) courses:

1. North 29 degrees 59 minutes 21 seconds West, a distance of 100.00 feet to the beginning of a non-tangent curve to the left;
2. 255.96 feet with the arc of said curve to the left, having a central angle of 11 degrees 30 minutes 09 seconds, a radius of 1275.00 feet and a chord that bears North 35 degrees 44 minutes 26 seconds West, a distance of 255.53 feet to the point of tangency;
3. North 41 degrees 29 minutes 30 seconds West, a distance of 600.00 feet to an angle point;
4. North 48 degrees 30 minutes 29 seconds East, a distance of 172.26 feet to an angle point;
5. North 03 degrees 30 minutes 57 seconds East, a distance of 103.36 feet to an angle point;
6. North 53 degrees 16 minutes 31 seconds West, a distance of 340.00 feet to an angle point;
7. North 36 degrees 43 minutes 27 seconds East, a distance of 265.00 feet to an angle point;
8. North 53 degrees 16 minutes 33 seconds West, a distance of 569.64 feet to the southeast corner and **Point of Beginning** of the herein described tract;

Thence, leaving the westerly line of said F.B.C.M.U.D. No. 47, and continuing through and across aforesaid 262.269 acre tract, the following six (6) courses:

1. South 77 degrees 08 minutes 20 seconds West, a distance of 78.17 feet to the beginning of a curve to the left;
2. 18.92 feet with the arc of said curve to the left, having a central angle of 12 degrees 02 minutes 45 seconds, a radius of 90.00 feet and a chord that bears South 71 degrees 06 minutes 58 seconds West, a distance of 18.89 feet to a point of reverse curvature;
3. 364.76 feet with the arc of said curve to the right, having a central angle of 126 degrees 39 minutes 48 seconds, a radius of 165.00 feet and a chord that bears North 51 degrees 34 minutes 31 seconds West, a distance of 294.89 feet to a point of reverse curvature;
4. 20.31 feet with the arc of said curve to the left, having a central angle of 11 degrees 38 minutes 23 seconds, a radius of 100.00 feet and a chord that bears North 05 degrees 56 minutes 12 seconds East, a distance of 20.28 feet to a point of tangency;
5. North 00 degrees 07 minutes 00 seconds East, a distance of 386.78 feet to the northwest corner of the herein described tract;

6. South 89 degrees 52 minutes 59 seconds East, a distance of 156.48 feet to a point on the westerly line of aforesaid F.B.C.M.U.D. No. 47, for the northeast corner of the herein described tract;

Thence, with the westerly line of said F.B.C.M.U.D. No. 47, the following three (3) courses:

1. South 00 degrees 01 minutes 33 seconds East, a distance of 242.38 feet to the beginning of a curve to the left;
2. 371.76 feet with the arc of said curve to the left, having a central angle of 53 degrees 15 minutes 00 seconds, a radius of 400.00 feet and a chord that bears South 26 degrees 39 minutes 03 seconds East, a distance of 358.52 feet to a point of tangency;
3. South 53 degrees 16 minutes 33 seconds East, a distance of 6.00 feet to the **Point of Beginning**, and containing 2.523 acres of land.

Area Summary

Tract 1 = 3.055 Acres

Tract 2 = 2.135 Acres

Tract 3 = 2.049 Acres

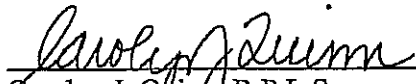
Tract 4 = 2.328 Acres

Tract 5 = 2.523 Acres

Total = 12.090 Acres

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

An exhibit of the subject tract, dated November 26, 2008, has been prepared by the surveyor and accompanies this description.


Carolyn J. Quinn, R.P.L.S.
Texas Registration No. 6033



MILLER SURVEY GROUP
Ph: (713) 413-1900
November 26, 2008
Last Revised: January 22, 2009
081452-R



**Council Agenda Item
February 16, 2009**

11. CONSIDERATION OF RESOLUTIONS

- (b) Consider a resolution of the City Council of the City of Missouri City, Texas, authorizing the purchase from Gulf Coast Water Authority of 15 million gallons per day from the **Gulf Coast Water Authority's Briscoe Canal.**

Background information attached as follows:

Cover Memo

Resolution



Council Agenda Item Cover Memo February 16, 2009

To: Mayor and City Council
Agenda Item **11b** Consider a resolution of the City Council of the City of Missouri City, Texas, authorizing the purchase from Gulf Coast Water Authority of 15 million gallons per day from the **Gulf Coast Water Authority's Briscoe Canal**.

Prepared by: Millie Holifield, AICP, Utilities Coordinator
Submitted by: Scott R. Elmer, P.E., Director of Public Works

SYNOPSIS

The 1997 Option Water Agreement with Gulf Coast Water Authority (GCWA) is not renewable beyond the current expiration date of July 17, 2009. The City must exercise its option to purchase water prior to expiration of the agreement or lose the option. Also, the initial 30% groundwater pumping reduction outlined in the Missouri City Joint Groundwater Reduction Plan must be implemented by 2013 to meet Fort Bend Subsidence District requirements.

BACKGROUND

- In 1997, the City signed the Option Water Agreement with Gulf Coast Water Authority granting the City the option to buy from GCWA 15 million gallons per day of surface water from GCWA's canal system. This contract was needed in order to ensure that water providers serving the City's residents and businesses would be able to meet the anticipated Fort Bend Subsidence District groundwater pumping reduction requirements which have since been adopted.
- The original agreement was for a term of 6 years and was extended in 2003 for another 6 years to July 17, 2009. The contract is currently nonrenewable.
- The exact rate for water purchased from the Briscoe Canal is currently being obtained, but is estimated to be \$0.10/1,000 gallons based upon past studies and contracts. The monthly purchase cost will be a re-occurring cost in the future that will be covered by pumpage fees being collected.

FISCAL ANALYSIS

The payment for the water purchase will be made from the pumpage fees participating utility districts started making this past July, 2008. Approximately, \$1,500,000.00 has been collected to date.

STAFF'S RECOMMENDATION

Recommendation: Adopt the proposed resolution.

Frank Simpson
City Manager

RESOLUTION NO. R-09-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, AUTHORIZING THE PURCHASE FROM GULF COAST WATER AUTHORITY OF 15 MILLION GALLONS PER DAY FROM THE GULF COAST WATER AUTHORITY'S BRISCOE CANAL.

* * * * *

WHEREAS, on or around July 17, 1997, the City of Missouri City (the City) entered into a contract with the Gulf Coast Water Authority (GCWA) for the option to purchase, at a future date, 15 million gallons per day of surface water; and

WHEREAS, on or around June 2, 2003, the contract was extended for an additional six years; and

WHEREAS, the acquisition of surface water will be needed to implement the City's Ground Water Reduction Plan as mandated by the Fort Bend Subsidence District; and

WHEREAS, on or around October 23, 2008, the City sent written notice to GCWA to exercise its option to buy surface water in the amount of 15 million gallons per day at the point of delivery at GCWA's Briscoe Canal where water is received from the Brazos River; and

WHEREAS, pursuant to the contract, 90 days after the date of such notice, GCWA shall be obligated to sell and deliver and City shall be obligated to take and pay for the amount of water specified in the aforementioned notice at the then existing price for water; and

WHEREAS, the City now desires to exercise the option provided by the contract to purchase 15 million gallons per day of surface water to implement its Ground Water Reduction Plan and to authorize such actions necessary to accomplish such purpose; now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

Section 1. That facts and recitals set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2. That the City Manager is hereby authorized to take any and all actions

necessary to implement the purchase and receipt of water from GCWA, including issuing payment for such purchase.

PASSED, APPROVED and ADOPTED on this ____ day of _____, 2009.

Allen Owen, Mayor

ATTEST:

APPROVED AS TO FORM:

Patrice Fogarty, City Secretary

Caroline Kelley, City Attorney



**Council Agenda Item
February 16, 2009**

12. RECEIVING OF REPORTS – *There are no reports on this agenda.*

13. CLOSED EXECUTIVE SESSION

The City Council may go into Executive Session regarding any item posted on the Agenda as authorized by Chapter 551 of the Texas Government Code. Notice is hereby given that the City Council will go into Executive Session in accordance with the following provisions of the Government Code:

Texas Government Code, Section 551.074 -- Deliberations regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee: City Manager.

14. CONVENE INTO OPEN SESSION – *Take action, if necessary.*

15. ADJOURN
